

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

*Electronic* INVESTIGATION OF )  
JURISDICTIONAL STATUS OF EAST )  
KENTUCKY MIDSTREAM, LLC, AND OF )  
ITS COMPLAANCE WITH KRS CHAPTER )  
278, 807 KAR CHAPTER 005, AND 49 CFR )  
PARTS 191 AND 192 )

Case No.  
2022-00238

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**Response to Staff's Post- Formal Conference Request for Information**

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East Kentucky Midstream herewith submits its Response to the Commission Staff's Post-Formal Conference Request for Information. A signed, notarized verification for this Response appears on the following page. Documents referenced in responses to a particular Staff data request (PH PSC\_) have stamped with identifying numbers with "PH 01-\_\_" and are attached in sequence at the end of the Response.

<b>ID#s, from-to</b>	<b>Title/Description</b>	<b>In Response to</b>
PH 01-0001 – 0013	Purchase Agreements	PH PSC 04
PH 01-0014 – 0023	Jefferson Gas Meter Run	PH PSC 07

Respectfully Submitted,

/s/Kathryn A. Eckert

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*Counsel for East Kentucky Midstream, LLC*

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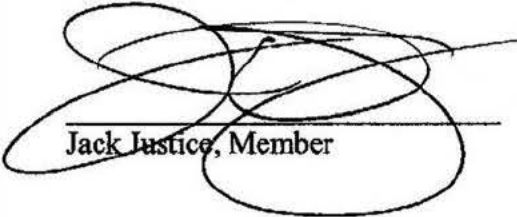
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**Certification**

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This is to certify that I have supervised the preparation of the Response to the Commission Staff's Post-Formal Conference Request for Information to East Kentucky Midstream on behalf of the corporate respondent and that the responses from myself and the other witness(es) are true and accurate to the best of my knowledge, information and belief after reasonable inquiry.

DATE: 11-15-22

  
\_\_\_\_\_  
Jack Justice, Member

**Request**

1. Provide the GPS location of the following:
  - a. Wells flowing into East Kentucky Midstream;
  - b. Physical consumer taps on East Kentucky Midstream’s gathering pipelines;
  - c. Physical location of East Kentucky Midstream’s customers meters.

**Response**

- a. The GPS readings are for the location of Producer Sales Meters where the producer’s flow line interconnects with EKM’s gathering line. Upstream on the flow line are numerous wells that interconnect with this flow line. EKM does not have sufficient information to provide the GPS readings on individual wells. This data is available from the KY-DNR Division of Oil & Gas.

<b>Breathitt County</b>	
	Carter Coordinates
County Line Resources	37.667322°N 83.289696°W
Troublesome Creek Gas (KGD Wells)	37.626737°N 83.368049°W
Quality Natural Gas (Kinzer Drilling)	37.579719°N 83.420645°W
Ky River Energy, LLC (Matt Combs)	37.579827°N 83.455224°W
(Banks)	37.565843°N 83.464375°W
(KR Energy)	37.593210°N 83.408897°W
(Ritchie)	37.567021°N 83.481848°W
Mary Ann Johnson	37.595796°N 83.345436°W
Troublesome Creek (Miller Branch)	37.542743°N 83.442842°W
Tackett & Sons Drilling (Hollon)	37.602565°N 83.448673°W
(Bryant)	37.585988°N 83.481742°W

(#3090)	37.581779°N 83.484145°W
Kinzer Drilling	37.570857°N 83.420549°W
TWR (KRR)	37.595411°N 83.440870°W

<b>Magoffin County</b>	
Burning Fork, LLC	37.699872°N 83.005675°W
Primrose Oil, LLC	37.723230°N 82.989827°W
C&P Energy	37.715571°N 83.114786°W
Hard Rock Energy	37.748566°N 83.162079°W
Diversified Energy	37.690046°N 83.063921°W
Spirit Energy, LLC	37.730554°N 83.134861°W
Stinson Creek, LLC	37.695984°N 83.077889°W
Tackett & Sons Drilling	37.716364°N 83.114687°W
Arnett Acres	37.718782°N 83.109925°W

<b>Johnson County</b>	
MBM Production	37.869403°N 82.690937°W
Diversified Energy	37.755054°N 82.873689°W
	37.777865°N 82.835215°W
Thealka Gas	37.844371°N 82.754990°W
	37.836898°N 82.767337°W
Lawrence County Gas	37.734297°N 82.925474°W
	37.744273N 82.885256W
	37.759100N 82.869247W
	37.779237N 82.873706W
Kentucky Energy Group	37.758022N 82.872086W

Roberts Resources	37.854089°N 82.737054°W
Diversified Energy (Pelfrey)	37.793506°N 82.827915°W
(Reinather)	37.777865°N 82.835215°W
Levi Oil & Gas	37.750157°N 82.880030°W
Clean Gas	37.843673°N 82.755599°W

<b>Wolfe County</b>	
Troublesome Creek (HollyCreek)	37.66393°N 83.45865°W
(Lawson)	37.65863°N 83.45564°W
(Richard Parks)	37.657832°N 83.568544°W

<b>Morgan County</b>	
Apex Gas 1, 2, 3, 4, 5	37.807715°N 83.270511°W
	37.813065°N 83.256981°W
	37.824613°N 83.251734°W
	37.806681°N 83.261704°W
	37.753947°N 83.290434°W
Tackett & Sons	37.807713°N 83.226316°W
Hays Exploration	37.911165°N 83.261104°W

<b>Lawrence County</b>	
Clean Gas (Tackett)	37.901060°N 82.651535°W

- b. See response to post-hearing data request 01(c).
- c. All meters listed are EKM's Farm Taps except Master Meters that are highlighted in green below. An unredacted version has been filed concurrently with a motion for confidential treatment.

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
Route: 01							
			Nat	1	70sa145770		37.554066°N 83.382805°W
			Nat	1	80sf958848		37.576656°N 83.361304°W
			Nat	1	70sa302098		37.562027°N 83.386327°W
			Nat	1	84k838388		37.572342°N 83.369129°W
			Nat	1	66s7737664		37.562685°N 83.372162°W
			Nat	1	97y318937		37.571508°N 83.378149°W
			Nat	1	84L335365		37.562127°N 83.386340°W
			Nat	1	84L335373		37.561234°N 83.386082°W
			Nat	1	87m856479		37.79371°N 83.39322°W
			Nat	1	64s6025318		37.79492°N 83.40628°W
			Nat	1	66s7694662		37.79534°N 83.40496°W
			NAT	1	951003669		37.571508°N 83.378149°W

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
			NAT	1	1602215		38.098488°N 82.657780°W
			NAT	1	93V364226		38.144622°N 82.670702°W
			NAT	1	91T298109		38.144622°N 82.670702°W
			NAT	1	2020268		38.152485°N 82.673608°W
			NAT	1	93U835964		38.153801°N 82.673922°W
			NAT	1	2001		38.098488°N 82.657780°W
			NAT	1	0058483115		38.098488°N 82.657780°W
			NAT	1	96S5165420		38.098488°N 82.657780°W
			NAT	1	12312398		38.098488°N 82.657780°W
			NAT	1	86m505730	37.792070° N 82.829239° W	37.805554°N 82.836394°W
			NAT	1	74s6119106	37.792070° N 82.829239° W	37.805554°N 82.836394°W
			NAT	1	75SE96117 0		37.779441°N 82.845548°W
			NAT	1	7831271		37.792070°N 82.829239°W
			NAT	1	85L700055		37.727452°N 83.125914°W
			NAT	1	85L738905 0		37.727452°N 83.125914°W

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
			NAT	1	6557382957		37.758038°N 83.168176°W
			NAT	1	83k185435		37.790372°N 83.406364°W
			NAT	1	93U835973		37.906770°N 82.651706°W
			NAT	1	91T252198		37.906770°N 82.651706°W
			NAT	1	00B191993		37.906770°N 82.651706°W
			NAT	1			37.795143°N 83.377399°W
			NAT	1	92t724896		37.569338°N 83.412586°W
			NAT	1	93u701650		37.562749°N 83.444679°W
			NAT	1	70SA25573 9		37.542984°N 83.416284°W
			NAT	1	78se912793		37.563949°N 83.444538°W
			NAT	1	95w801308		37.562182°N 83.441805°W
			NAT	1	1602203		
			NAT	1	08K886543		37.615097°N 83.297486°W
			NAT	1	83k177563		37.581383°N 83.349209°W
			NAT	1	95w496249		37.606930°N 83.362894°W



Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
			NAT	1			37.603996°N 83.357727°W
			NAT	1	85M184903		37.604334°N 83.365007°W
			NAT	1	R4680371		37.609878°N 83.344906°W
			NAT	1	94v874623		37.608093°N 83.336213°W
			NAT	1	94v874622		37.608034°N 83.336041°W
			NAT	1	97y318995		37.604156°N 83.332693°W
			NAT	1	97y211573		37.604156°N 83.332693°W
			NAT	1	97y211559		37.612637°N 83.333942°W
			NAT	1	97y318957		37.612957°N 83.087775°W
			NAT	1	85L994016		
			NAT	1	73sb733311		37.584059°N 83.346153°W
			NAT	1	85L994131		37.634692°N 83.339392°W
			NAT	1	9659621936		37.647861°N 83.376064°W
			NAT	1	SN1387500 5		37.600805°N 83.462151°W
			NAT	1	95W496245		37.663351°N 83.347439°W
			NAT	1	95w496269		37.602400°N 83.438114°W

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
			NAT	1	84K838408		37.602811°N 83.439465°W
			NAT	1	85s5531099		37.603433°N 83.439508°W
			NAT	1	91r886372		37.603239°N 83.452954°W
			NAT	1	94v874621		37.601991°N 83.458462°W
			NAT	1	75sc963598		37.602252°N 83.441773°W
			NAT	1	85s5531098		37.600528°N 83.457798°W
			NAT	1	93u835968		37.600517°N 83.460608°W
			NAT	1	84k838425		37.600618°N 83.461214°W
			NAT	1	92u228168		37.600720°N 83.461291°W
			NAT	1	84k838436		37.600859°N 83.464133°W
			NAT	1	85L739004		37.600862°N 83.465370°W
			NAT	1	85L994678		37.600809°N 83.466020°W
			NAT	1	66s7694643		37.600444°N 83.467038°W
			NAT	1	67s8465518		37.601464°N 83.468425°W

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
			NAT	1	94v874636		37.603285°N 83.485195°W
			NAT	1	86m777521		37.592811°N 83.483753°W
			NAT	1	93v031708		37.591986°N 83.482631°W
			NAT	1	95w496230		37.655622°N 83.406790°W
			NAT	1	95w496229		37.655742°N 83.407018°W
			NAT	1	76sd696157		37.673467°N 83.360186°W
			NAT	1	84L335379		37.694849°N 83.332144°W
			NAT	1	87n274663		37.692799°N 83.333389°W
			NAT	1	84k838381		37.692917°N 83.326267°W
			NAT	1	95w801347		37.683319°N 83.335181°W
			NAT	1	96x309354		37.683319°N 83.335181°W
			NAT	1	96x809338		37.682892°N 83.335881°W
			NAT	1	96x809355		37.683319°N 83.335181°W
			NAT	1	76sd696155		37.612612°N 83.369908°W
			NAT	1	95w496258		37.626893°N 83.388087°W
			NAT	1	97y300892		37.627410°N 83.385838°W
			NAT	1	66s7694663		37.611722°N 83.708748°W

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
			NAT	1	93u835975		37.630464°N 83.381079°W
			NAT	1	97y300888		37.630065°N 83.379160°W
			NAT	1	95w496243		37.634222°N 83.376829°W
			NAT	1	84k838406		37.633199°N 83.376801°W
			NAT	1	422128		37.637905°N 83.375142°W
			NAT	1	85m184987		37.633093°N 83.376829°W
			NAT	1	87n367073		37.638715°N 83.374371°W
			NAT	1	86m640848		37.638715°N 83.374371°W
			NAT	1	86m640743		37.638992°N 83.374392°W
			NAT	1	87N274662		37.640920°N 83.373100°W
			NAT	1	78se912792		37.644215°N 83.373859°W
			NAT	1			37.643527°N 83.373038°W
			NAT	1	95W496273		37.645694°N 83.374594°W

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
			NAT	1	85L992241		37.643630°N 83.369666°W
			NAT	1	97y211586		37.643630°N 83.369666°W
			NAT	1	94V891680		37.643068°N 83.370975°W
			NAT	1	95w801339		37.644460°N 83.368800°W
			NAT	1	97y318946		37.628485°N 83.361383°W
			NAT	1	84k838432		37.633812°N 83.350597°W
			NAT	1	84k838439		37.632386°N 83.349952°W
			NAT	1	95w801310		37.641749°N 83.351950°W
			NAT	1	86m777543		37.651286°N 83.349648°W
			NAT	1	87n274665		37.666432°N 83.346407°W
			NAT	1	97y318952		37.636854°N 83.347317°W
			NAT	1	87n367683		37.639209°N 83.340947°W
			NAT	1	85L845798		37.635011°N 83.339503°W
			NAT	1	66s7552073		37.640622°N 83.337087°W

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
			NAT	1	93u701663		37.646646°N 83.328612°W
			NAT	1	93u701664		37.648810°N 83.326401°W
			NAT	1	78sd696128		37.654969°N 83.324399°W
			NAT	1	84k838396		37.656229°N 83.326074°W
			NAT	1	93u835955		37.667450°N 83.328827°W
			NAT	1	93u835967		37.659685°N 83.321066°W
			NAT	1	93u835963		37.662102°N 83.319621°W
			NAT	1	93u835964		37.662102°N 83.319621°W
			NAT	1	86m640429		37.662123°N 83.318482°W
			NAT	1	97y211587		37.664606°N 83.319832°W
			NAT	1	93u835976		37.665487°N 83.320403°W
			NAT	1	86m640672		37.667722°N 83.320452°W

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
			NAT	1	76sd425492		37.643416°N 83.330361°W
			NAT	1	92u228169		37.643416°N 83.330361°W
			NAT	1	86m640391		37.641623°N 83.322111°W
			NAT	1	97Y211589		37.641658°N 83.320078°W
			NAT	1	91t251745		37.642214°N 83.298867°W
			NAT	1	93v031721		37.656489°N 83.306816°W
			NAT	1	85m183279		37.655958°N 83.305297°W
			NAT	1	66s7694641		37.654875°N 83.306407°W
			NAT	1	0461214		37.657285°N 83.305306°W
			NAT	1	00B129046		37.656929°N 83.303501°W
			NAT	1	06H333797		37.657027°N 83.302946°W
			NAT	1	93v031707		37.658387°N 83.294426°W
			NAT	1	66s769670a		37.659854°N 83.292681°W
			NAT	1	1602182		37.661773°N 83.270033°W

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
			NAT	1	1602235		37.661770°N 83.270129°W
			NAT	1	69s9303478		37.80677°N 83.40758°W
			NAT	1	95w496264		37.86393°N 83.40567°W
			NAT	1	95w496224		37.81522°N 83.40531W
			NAT	1	84k848890	37.85978°N 83.38192°W	37.85978°N 83.37650°W
			NAT	1	95w496251		37.85989°N 83.38192°W
			NAT	1	95w496267		37.86017°N 83.38207°W
			NAT	1	95w496252		37.86232°N 83.38317°W
			NAT	1	66s7694665		37.90060°N 83.37691°W
			NAT	1	66s7694651		37.90501°N 83.38390°W
			NAT	1	87m856836		37.77971°N 83.41220°W
			NAT	1	84k838428		37.77971°N 83.41220°W
			NAT	1	95w496272		37.77857°N 83.41424°W
			NAT	1	95w496240		37.77857°N 83.41424°W
			NAT	1	96x809318		37.77282°N 83.41862°W



Acct #	Service	Name	Type	Id	Meter #	Taps	Meters On Line
			NAT	1	78se961176		37.76755°N 83.41944°W
			NAT	1	70SA16457 9		37.75898°N 83.42175°W
			NAT	1	95w496261		37.37735°N 83.44256°W
			NAT	1	69222287		37.37735°N 83.44256°W
			NAT	1	86m429152		37.87152°N 83.38427°W
			NAT	1			37.82395°N 83.40305°W
			NAT	1	2205996		37.67306°N 83.66386°W
			NAT	1	2m175		37.67669°N 83.65615°W
			NAT	1	2070510714		37.74451°N 83.55131°W
			NAT	1	3213024		37.73698°N 83.55676°W
			NAT	1	222251		37.74453°N 83.55129°W

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
			NAT	1	71sa684447		37.78683°N 83.25284°W
			NAT	1	DS1045356	37.82564°N 83.25284°W	37.82590°N 83.25294°W
			NAT	1	5073814		37.82478°N 83.25173°W
			NAT	1	sn88565		37.97502°N 84.07923°W
			NAT	1	5073814		37.95407°N 83.86266°W
			NAT	1	D3212310		37.95442°N 83.86480°W
			NAT	1	71SA59014 2		37.95407°N 83.86199°W
			NAT	1	93u835960		37.95375°N 83.85771°W
			NAT	1	B259275J		37.95284°N 83.84513°W
			NAT	1	69s9303470		37.95285°N 83.84576°W
			NAT	1	V152099		37.95303°N 83.84586°W
			NAT	1	m3201237		37.95106°N 83.82045°W
			NAT	1	M3201236		37.95106°N 83.82045°W

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
			NAT	1	3222586		37.95073°N 83.80874°W
			NAT	1	M0147363		37.95073°N 83.80874°W
			NAT	1	87n367922		37.95592°N 83.87625°W
			NAT	1	242119		37.95796°N 83.90292°W
			NAT	1			37.96140°N 83.96127°W
			NAT	1	3631224		37.96140°N 83.96107°W
			NAT	1	255669		37.96237°N 83.97430°W
			NAT	1	72SB03560 8		37.96250°N 83.97650°W
			NAT	1	97y211567		37.96297°N 83.98201°W
			NAT	1	15398316		37.96333°N 83.98624°W
			NAT	1	1544972		37.96371°N 83.98922°W
			NAT	1	NEW METER	37.96369°N 83.99185°W	37.96272°N 83.99185°W
			NAT	1	95w496239	37.96369°N 83.99185°W	37.96307°N 83.99173°W
			NAT	1	805609966	37.96369°N 83.99185°W	37.96258°N 83.99203°W

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
			NAT	1		37.96369°N 83.99185°W	37.96268°N 83.99217°W
			NAT	1	3222271		37.96426°N 83.99433°W
			NAT	1	7181997a	37.96369°N 83.99185°W	37.95984°N 83.99312°W
			NAT	1	80sh869582	37.96369°N 83.99185°W	37.95891°N 83.999313°W
			NAT	1	w102693	37.96369°N 83.99185°W	37.95861°N 83.99394°W
			NAT	1	D3212748	37.96369°N 83.99185°W	37.95817°N 83.99327°W
			NAT	1	85L845796	37.96369°N 83.99185°W	37.95987°N 83.99403°W
			NAT	1	3814902		37.96471°N 84.00459°W
			NAT	1	M5202135		37.96485°N 84.00376°W
			NAT	1	M4203265		37.96714°N 84.03840°W
			NAT	1	5003876		37.96864°N 84.06190°W
			NAT	1	83S3032930		37.96770°N 84.05115°W
			NAT	1	8351440397		37.97296°N 84.05826°W
			NAT	1	86m640651		37.97296°N 84.05826°W

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
			NAT	1	98229057		37.97296°N 84.05826°W
			NAT	1	A4003718		37.97273°N 84.05831°W
			NAT	1	A848033		37.96896°N 84.06341°W
			NAT	1			37.96885°N 84.06426°W
			NAT	1	99210132		37.96885°N 84.06426°W
			NAT	1	AL800		37.96883°N 84.06686°W
			NAT	1	92T673076		37.96906°N 84.06630°W
			NAT	1	5089884		37.96986°N 84.07191°W
			NAT	1	4038463	37.97036°N 84.08040°W	37.97471°N 84.07973°W
			NAT	1	M3200595		37.97155°N 84.09016°W
			NAT	1	6853110613		37.97159°N 84.09483°W
			NAT	1	9659621929		37.97159°N 84.09483°W
			NAT	1	85L845799	37.97036°N 84.08040°W  37.97291°N 84.08041°W	

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line	
[REDACTED]	[REDACTED]	[REDACTED]	NAT	1	6593	37.97036°N 84.08040°W	37.97336°N 84.07978°W	
						37.97291°N 84.08041°W		
			NAT	1	96219284		37.97159°N 84.09483°W	
			NAT	1	92U228170		37.97184°N 84.09790°W	
			NAT	1	M2203023		37.97184°N 84.09790°W	
			NAT	1	8964855		37.97166°N 84.09598°W	
			NAT	1	84L335397		37.97272°N 84.10091°W	
			NAT	1	85m183091		37.97208°N 84.10214°W	
			NAT	1	U362693		37.97249°N 84.10726°W	
			NAT	1	9338458		37.97253°N 84.10786°W	
			NAT	1	H753722		37.97296°N 84.11890°W	
			NAT	1	2002879		37.91708°N 83.47792°W	
NAT	1	97222007		37.90858°N 83.27496°W				

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
			NAT	1	85L739021		37.94687°N 83.74746°W
			NAT	1	83L-992807		37.91549°N 83.53378°W
			NAT	1			37.91559°N 83.53328°W
			NAT	1	ka3663292		37.94750°N 83.76389°W
			NAT	1	80.869867		37.91552°N 83.55712°W
			NAT	1	s3631360		37.94883°N 83.77126°W
			NAT	1	m5207124		37.94025°N 83.77139°W
			NAT	1	ka3663520		37.94735°N 83.77258°W
			NAT	1	91t480951		37.94133°N 83.77188°W
			NAT	1	97y300845		37.93807°N 83.76884°W
			NAT	1	m0147336		37.93538°N 83.76566°W
			NAT	1	4807416		37.93248°N 83.76270°W
			NAT	1	m4209074		37.93112°N 83.75897°W
			NAT	1	85L569856		37.93056°N 83.75789°W

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
			NAT	1	1501120		37.93050°N 83.75719°W
			NAT	1	80sh754076		37.93056°N 83.75789°W
			NAT	1	1112037		37.93026°N 83.75406°W
			NAT	1	2004		37.92972°N 83.75113°W
			NAT	1	67s8391811		37.92324°N 83.74736°W
			NAT	1	93U835963		37.92324°N 83.74736°W
			NAT	1	72s8035188		37.92696°N 83.74725°W
			NAT	1	85m184705		37.92643°N 83.74691°W
			NAT	1	56826		37.94792°N 83.77075°W
			NAT	1	70sa176854		37.94730°N 83.75959°W
			NAT	1	85L993752		37.94778°N 83.76917°W
			NAT	1	69sa558129		37.94788°N 83.76867°W
			NAT	1	842631		37.94780°N 83.76731°W
			NAT	1	99213889		37.94780°N 83.76731°W



Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
			NAT	1	m7200573		37.94733°N 83.76043°W
			NAT	1	85L993254		37.94733°N 83.76043°W
			NAT	1	M2204944		37.94687°N 83.74746°W
			NAT	1	59887		37.94679°N 83.74018°W
			NAT	1	68s8970115		37.94857°N 83.73616°W
			NAT	1	9059066		37.94566°N 83.72879°W
			NAT	1	4039327		37.92403°N 83.61229°W
			NAT	1	95W102767		37.92403°N 83.61229°W
			NAT	1	3658980		37.92403°N 83.61229°W
			NAT	1	a590492		37.90746°N 83.58169°W
			NAT	1	m6202822		37.92568°N 83.63301°W
			NAT	1	s1340235		37.92568°N 83.63301°W
			NAT	1	73S4808089		37.92179°N 83.58440°W
			NAT	1	72sb036684		37.92172°N 83.58310°W
			NAT	1	87M858053		37.91692°N 83.56437°W
			NAT	1	m6280033		37.91969°N 83.57544°W

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
			NAT	1	80sg141039		37.91969°N 83.57544°W
			NAT	1	m4209099		37.91577°N 83.56009°W
			NAT	1	95w102760		37.91568°N 83.55109°W
			NAT	1	M7201598		37.91692°N 83.56437°W
			NAT	1	3275619		37.91551°N 83.54752°W
			NAT	1	4038713		37.91551°N 83.54731°W
			NAT	1	s3974034		37.91543°N 83.54292°W
			NAT	1	m7200576		37.91543°N 83.54304°W
			NAT	1	3658582		37.91541°N 83.58391°W
			NAT	1	90s6468934		37.91540°N 83.53894°W
			NAT	1	m5207101		37.91506°N 83.53643°W
			NAT	1	J30685		37.91593°N 83.53606°W
			NAT	1	82s5601611		37.91593°N 83.53606°W
			NAT	1	m4209081		37.91507°N 83.51789°W
			NAT	1	85m239590		37.91580°N 83.51251°W
			NAT	1	m1201368		37.91580°N 83.51251°W

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
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			NAT	1	71sa838425		37.91587°N 83.50847°W
			NAT	1	s3631242		37.91599°N 83.50482°W
			NAT	1	71SA61624 5		37.91632°N 83.49132°W
			NAT	1	08K414508		37.91484°N 83.47619°W
			NAT	1	96S5152523		37.91482°N 83.47616°W
			NAT	1	A318665		37.91705°N 83.47792°W
			NAT	1	18313028		37.91264°N 83.40978°W
			NAT	1	S5110612		37.91264°N 83.40978°W
			NAT	1	m8201615		37.91708°N 83.47622°W
			NAT	1	00a610262		37.90632°N 83.35192°W
			NAT	1	m0145870		37.90721°N 83.35693°W
			NAT	1	84L335364		37.90553°N 83.33083°W
			NAT	1	m059066		37.90553°N 83.33083°W
			NAT	1	851845807		37.90560°N 83.33297°W
			NAT	1	m4202139		37.90541°N 83.32846°W

Acct #	Service	Name	Type	Id	Meter #	Taps	Meters On Line
			NAT	1	821108		37.90547°N 83.32937°W
			NAT	1			37.90759°N 83.32781°W
			NAT	1	86M843863		37.90594°N 83.32751°W
			NAT	1	8345844		37.90631°N 83.29274°W
			NAT	1	m7204807		37.90501°N 83.31789°W
			NAT	1	992121238		37.90781°N 83.28373°W
			NAT	1	86m599011		37.90781°N 83.27817°W
			NAT	1	85L992263 3		37.90778°N 83.28106°W
			NAT	1	85M027904		37.91055°N 83.26816°W

**Kentucky Frontier Gas**

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
n/a		Jackson Loop					37.573210°N 83.401837°W
n/a		Panbowl Master					37.57649°N 83.36036°W
n/a		Salyersville (Sublet)					37.68091°N 83.04160°W
n/a		Carpenter Branch					37.577131°N 83.334582°W

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**West Liberty**

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
n/a		West Liberty City Gate					37.910018°N 83.267526°W

**Delta – Frenchburg**

Acct #	Service Address	Name	Type	Id	Meter #	Taps	Meters On Line
n/a		Delta – Frenchburg City Gate					37.931386°N 83.641153°W

### **Request**

2. Refer to East Kentucky Midstream's response to Commission Staff's First Request for Information (Staff's First Request), Item 9. Following the procedures for filing confidential information set forth in 807 KAR 5:001, Section 13, provide a revised copy of East Kentucky Midstream's customer list that includes customers' names and addresses. The customers' names and addresses should be redacted in the public version and unredacted in the confidential version.
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### **Response**

Please see the response to PH PSC 03. A motion for confidential treatment is filed concurrently with EKM's Response to post-hearing data requests.

**Request**

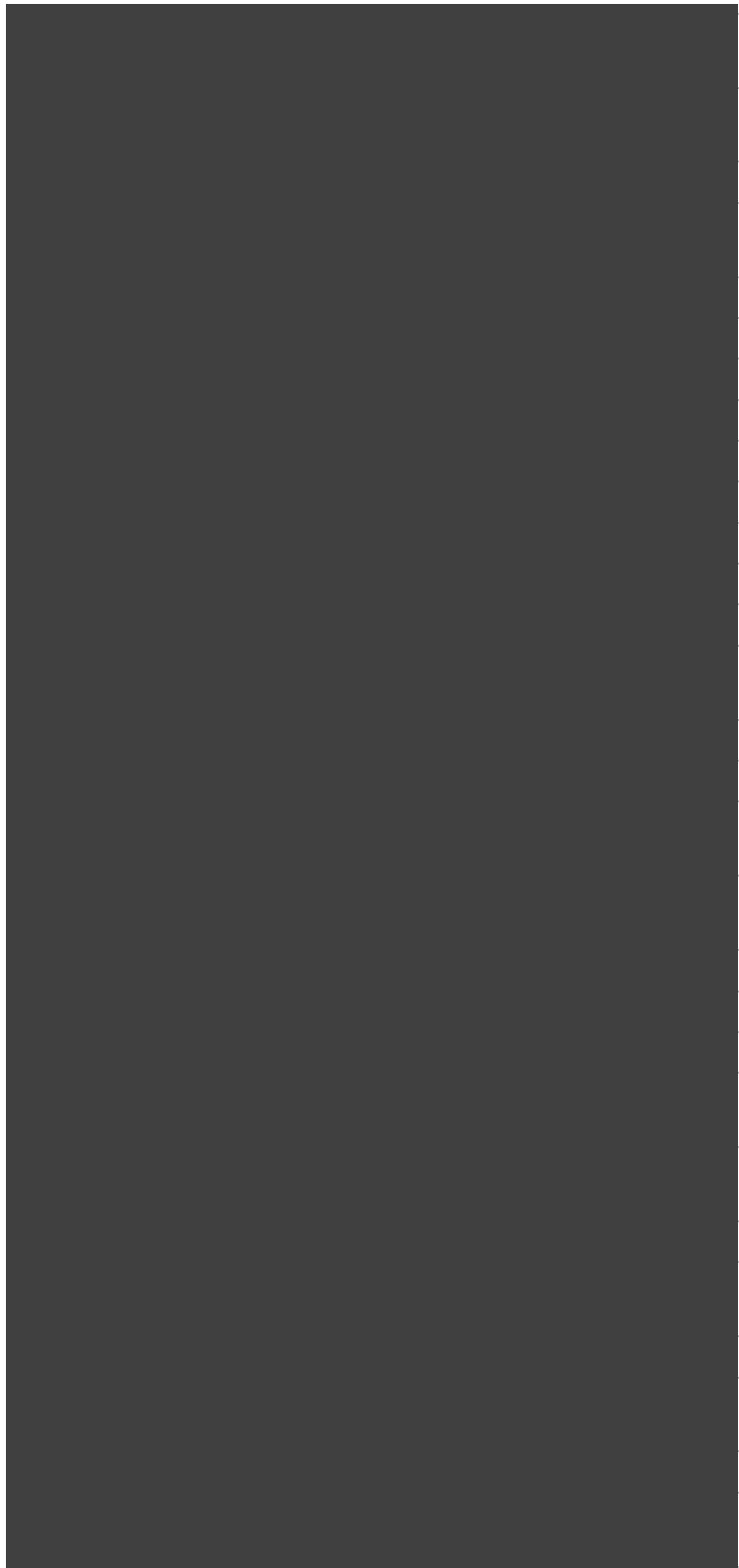
3. Following the procedures for filing confidential information set forth in 807 KAR 5:001, Section 13, provide copies of all end use customer bills for May, June, and July 2022, with the customer’s name, address, and account number redacted in the public version and unredacted in the confidential version. The bills should reflect the customer’s monthly usage, the rates billed, and the meter reading dates. If the bills do not reflect this information, East Kentucky Midstream should provide the information requested for each customer in a separate usage report that can be linked to the customer’s account number.

**Response**

See below. A motion for confidential treatment is filed concurrently with EKM’s Response to post-hearing data requests.

**May 2022**

Customer Name	Service Location	Acct.	Mthly Usage	Rate Billed	Meter Reading Date
<b>Breathitt County</b>					
[REDACTED]			1	14.33	5/31/2022
			10	14.33	5/31/2022
			3	14.33	5/31/2022
			0	14.33	5/31/2022
			2	14.33	5/31/2022
			1	14.33	5/31/2022
			1	14.33	5/31/2022
			0	14.33	5/31/2022
			2	14.33	5/31/2022
			3	14.33	5/31/2022
			1	14.33	5/31/2022
			0	14.33	5/31/2022
			0	14.33	5/31/2022



2	14.33	5/31/2022
0	14.33	5/31/2022
0	14.33	5/31/2022
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2	14.33	5/31/2022
2	14.33	5/31/2022
4	14.33	5/31/2022



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	10	14.33	5/31/2022
	3	14.33	5/31/2022
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	0	14.33	5/31/2022
	0	14.33	5/31/2022
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	1	14.33	5/31/2022
	1	14.33	5/31/2022
	7	14.33	5/31/2022
	4	14.33	5/31/2022
	0	14.33	5/31/2022
	1	14.33	5/31/2022
	2	14.33	5/31/2022
	1	14.33	5/31/2022
	2	14.33	5/31/2022
	1	14.33	5/31/2022
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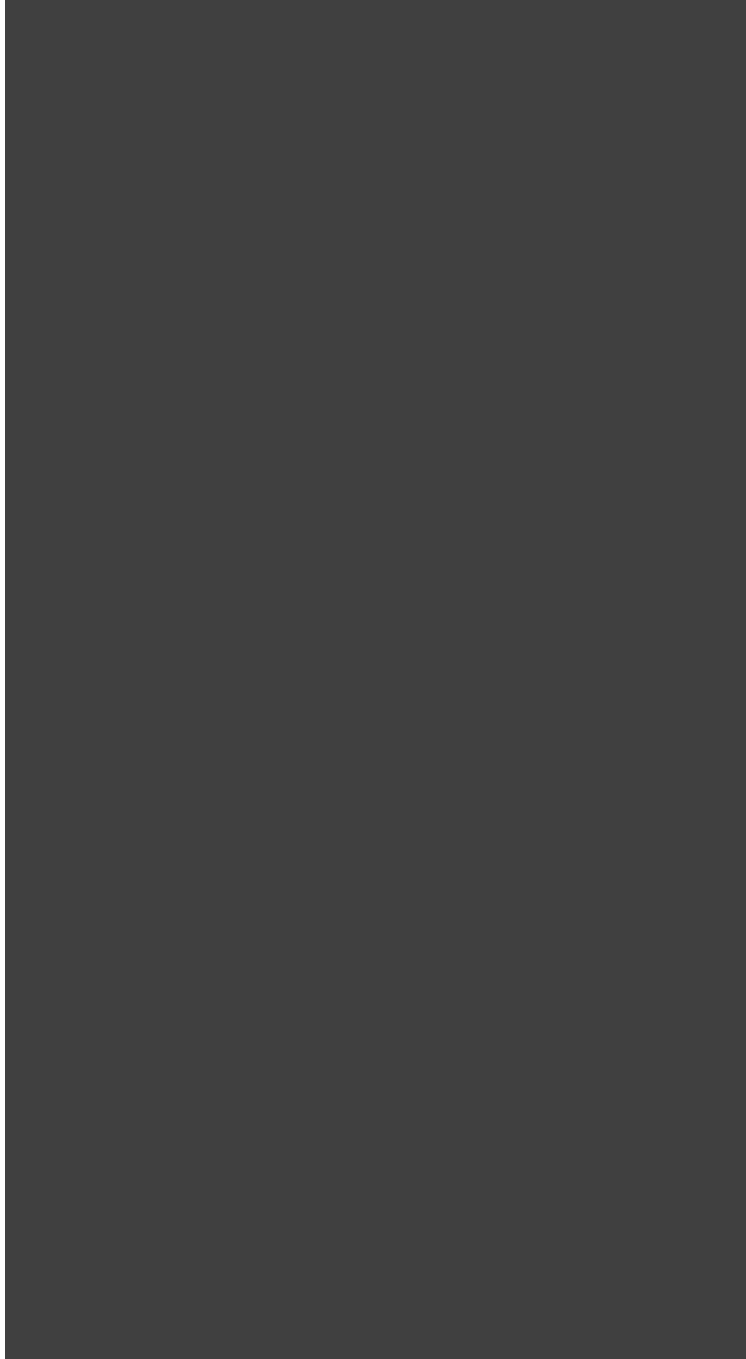
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2	14.33	5/31/2022
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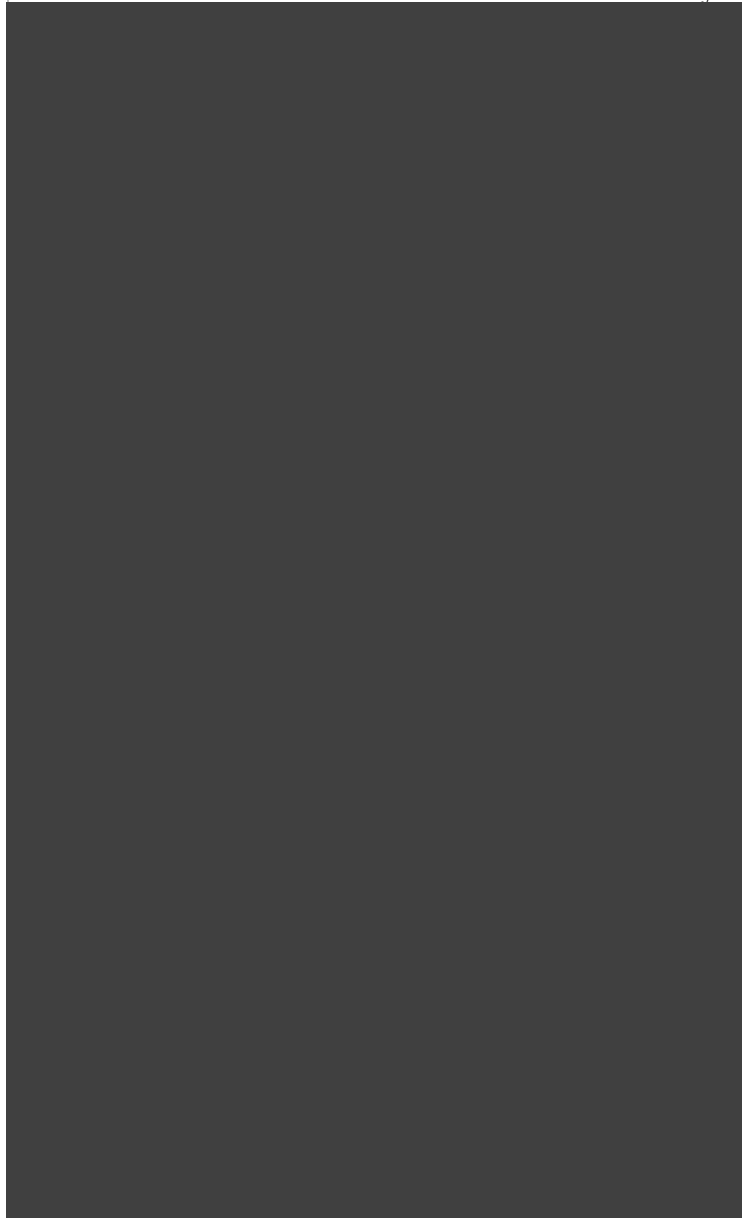
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			1	14.33	5/31/2022
			2	14.33	5/31/2022
			1	14.33	5/31/2022

**Wolfe County**

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			0	14.33	5/31/2022
			5	14.33	5/31/2022
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			7	14.33	5/31/2022
			1	14.33	5/31/2022
			0	14.33	5/31/2022
			0	14.33	5/31/2022
			2	14.33	5/31/2022
			0	14.33	5/31/2022
				14.33	5/31/2022
			1	14.33	5/31/2022
			0	14.33	5/31/2022
			4	14.33	5/31/2022
			1	14.33	5/31/2022
			1	14.33	5/31/2022
			1	14.33	5/31/2022

	150	14.33	5/31/2022	
	0	14.33	5/31/2022	
	235	14.33	5/31/2022	
	0	14.33	5/31/2022	
	236	14.33	5/31/2022	
<b>Lawrence County</b>				
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	3	14.33	5/31/2022	
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	2	14.33	5/31/2022	
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	0	14.33	5/31/2022	
	0	14.33	5/31/2022	
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	1	14.33	5/31/2022	
	<b>Johnson County</b>			
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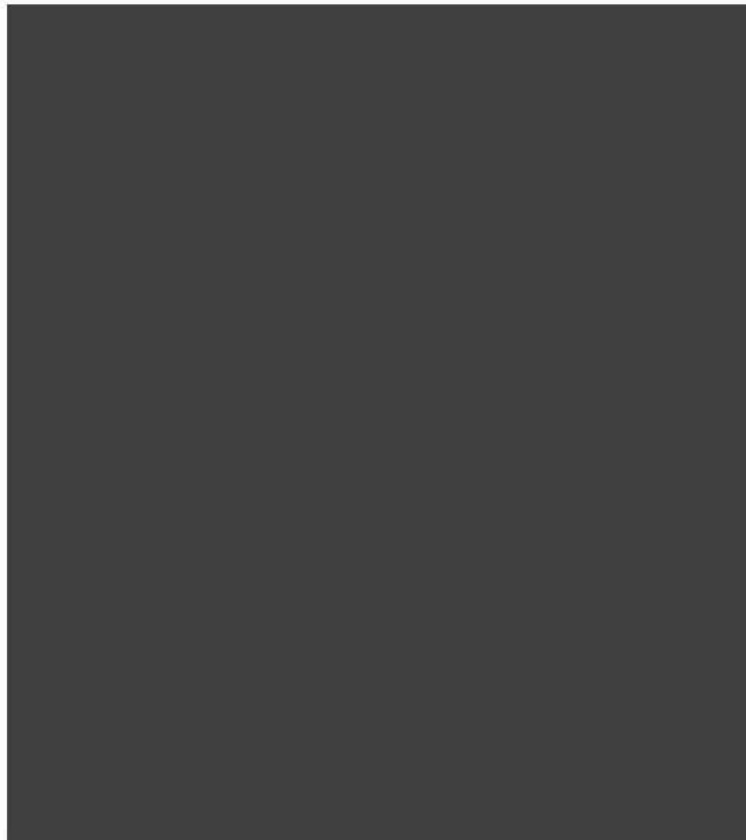
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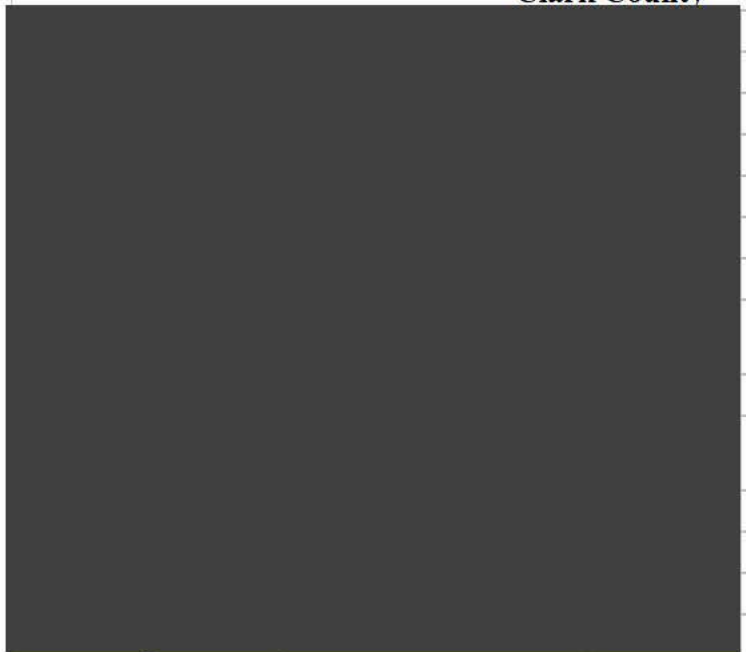
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	2	14.33	5/31/2022
	1	14.33	5/31/2022
	2	14.33	5/31/2022
	2	14.33	5/31/2022
		14.33	5/31/2022
	1	14.33	5/31/2022
	0	14.33	5/31/2022
	2	14.33	5/31/2022
	1	14.33	5/31/2022
	3	14.33	5/31/2022

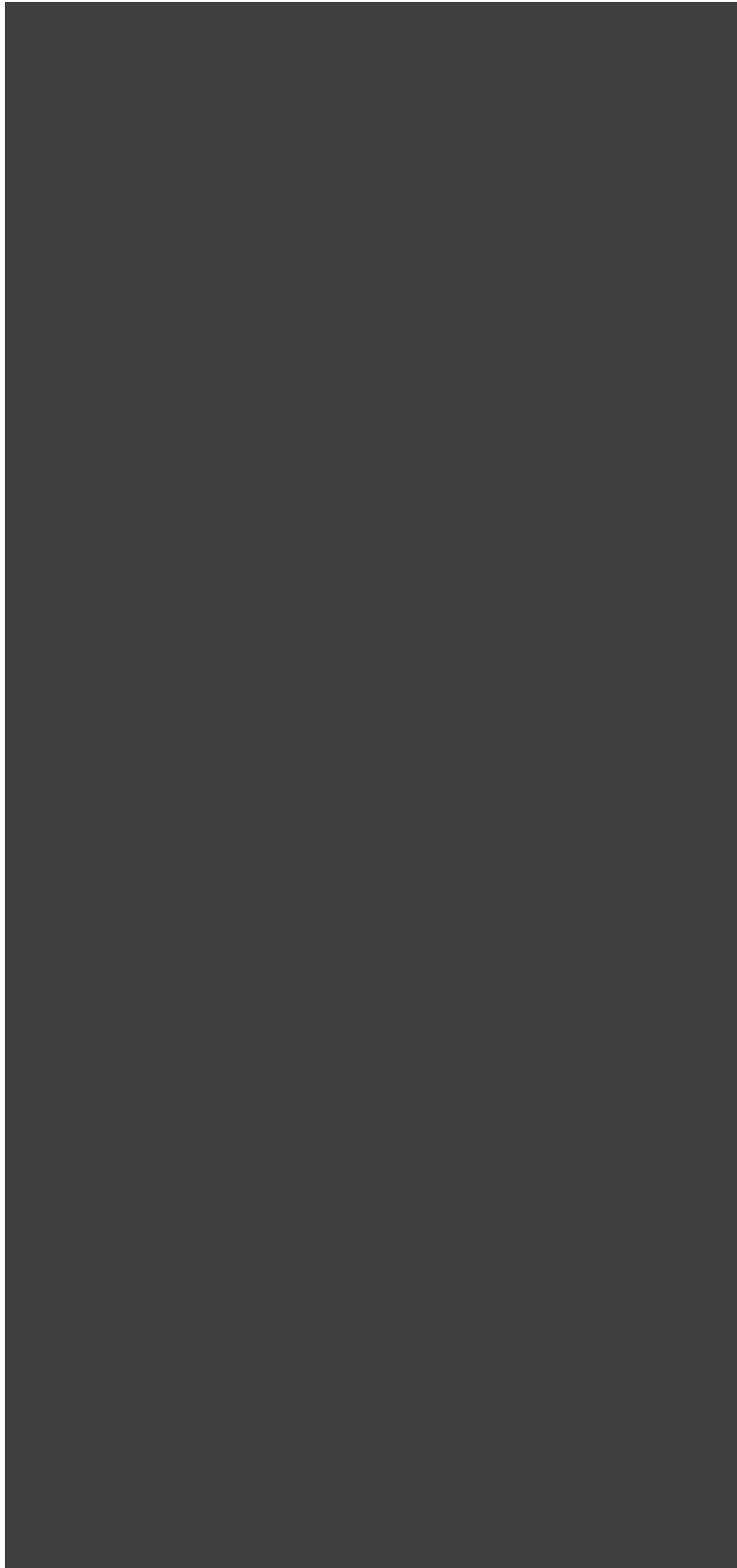
**Clark County**

	1	14.33	5/31/2022
	4	14.33	5/31/2022
	3	14.33	5/31/2022
	1	14.33	5/31/2022
	1	14.33	5/31/2022
	1	14.33	5/31/2022
	5	14.33	5/31/2022
	0	14.33	5/31/2022
	3	14.33	5/31/2022
	0	14.33	5/31/2022
	0	14.33	5/31/2022
	1	14.33	5/31/2022
	1	14.33	5/31/2022
	1	14.33	5/31/2022

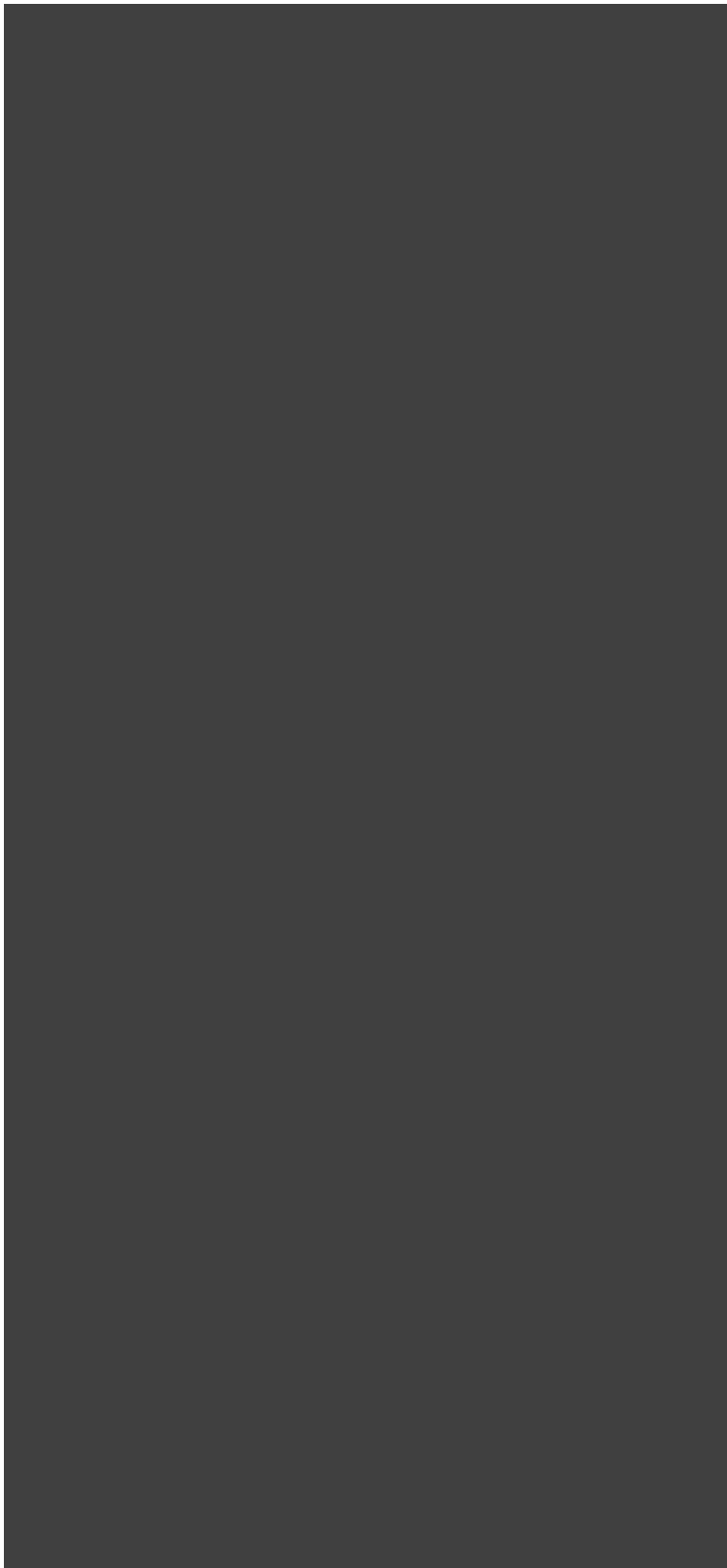
			1	14.33	5/31/2022
			1	14.33	5/31/2022
			1	14.33	5/31/2022
			3	14.33	5/31/2022
			2	14.33	5/31/2022
			4	14.33	5/31/2022
			1	14.33	5/31/2022
			1	14.33	5/31/2022
			0	14.33	5/31/2022
			0	14.33	5/31/2022
			2	14.33	5/31/2022
			2	14.33	5/31/2022
			5	14.33	5/31/2022
			1	14.33	5/31/2022
			1	14.33	5/31/2022
			0	14.33	5/31/2022
			2	14.33	5/31/2022
			1	14.33	5/31/2022
			0	14.33	5/31/2022
			1	14.33	5/31/2022
			1	14.33	5/31/2022
			0	14.33	5/31/2022
			0	14.33	5/31/2022
			4	14.33	5/31/2022
			2	14.33	5/31/2022
			0	14.33	5/31/2022
		Total	1,312		

**June 2022**

Customer Name	Service Location	Acct.	Mthly Usage	Rate Billed	Meter Reading Date
<b>Breathitt County</b>					
			1	15.89	6/30/2022



0	15.89	6/30/2022
2	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
1	15.89	6/30/2022
1	15.89	6/30/2022
0	15.89	6/30/2022
1	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
1	15.89	6/30/2022
2	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
2	15.89	6/30/2022
1	15.89	6/30/2022
1	15.89	6/30/2022
0	15.89	6/30/2022
1	15.89	6/30/2022
1	15.89	6/30/2022
2	15.89	6/30/2022
0	15.89	6/30/2022
3	15.89	6/30/2022
1	15.89	6/30/2022

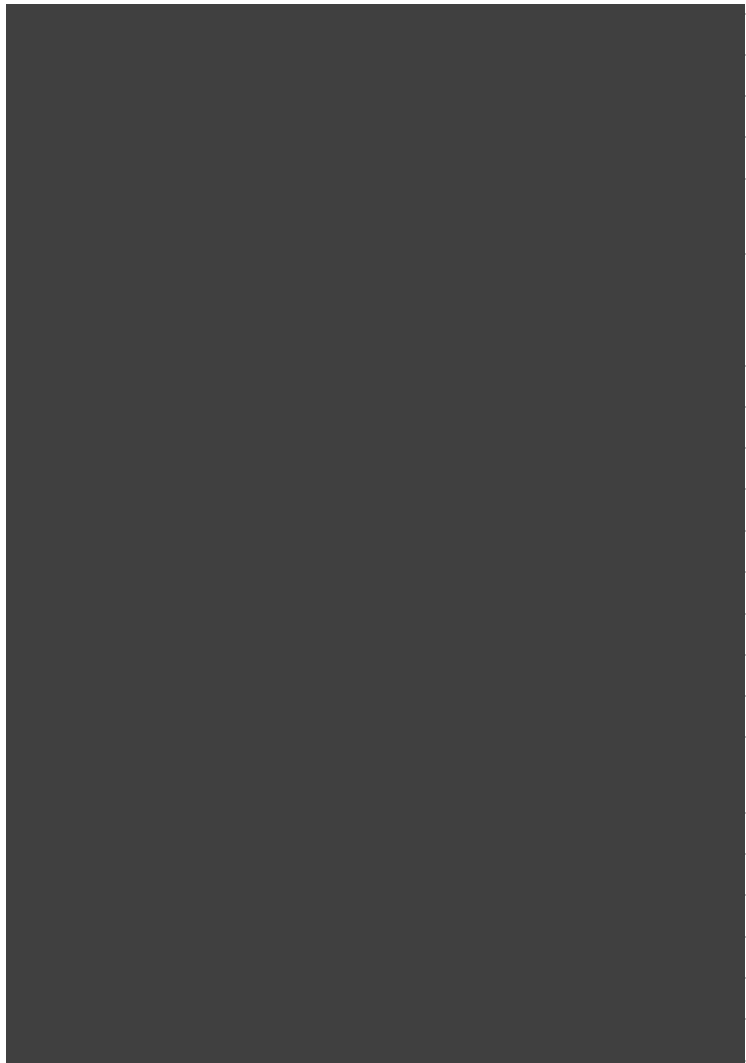



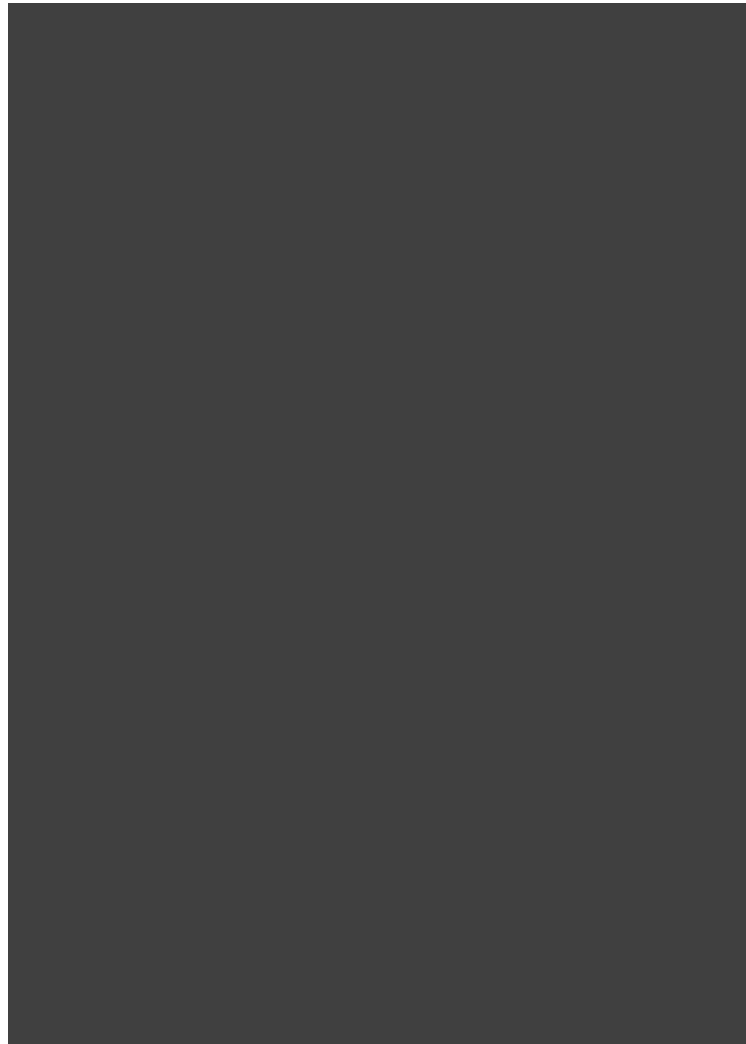

1	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
88	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
26	15.89	6/30/2022
0	15.89	6/30/2022
2	15.89	6/30/2022
2	15.89	6/30/2022
5	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
2	15.89	6/30/2022
2	15.89	6/30/2022
3	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
4	15.89	6/30/2022
5	15.89	6/30/2022
2	15.89	6/30/2022
0	15.89	6/30/2022
1	15.89	6/30/2022
4	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022





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	0	15.89	6/30/2022
	0	15.89	6/30/2022
	1	15.89	6/30/2022
	3	15.89	6/30/2022
	2	15.89	6/30/2022
	1	15.89	6/30/2022
	0	15.89	6/30/2022
	2	15.89	6/30/2022
	1	15.89	6/30/2022
	1	15.89	6/30/2022
	1	15.89	6/30/2022
	1	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
		15.89	6/30/2022
	2	15.89	6/30/2022
	2	15.89	6/30/2022
	2	15.89	6/30/2022
	2	15.89	6/30/2022
	2	15.89	6/30/2022
	2	15.89	6/30/2022
	2	15.89	6/30/2022
	1	15.89	6/30/2022
	1	15.89	6/30/2022
	4	15.89	6/30/2022
	2	15.89	6/30/2022
	5	15.89	6/30/2022
	1	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	1	15.89	6/30/2022
	1	15.89	6/30/2022
	1	15.89	6/30/2022
	1	15.89	6/30/2022
	0	15.89	6/30/2022

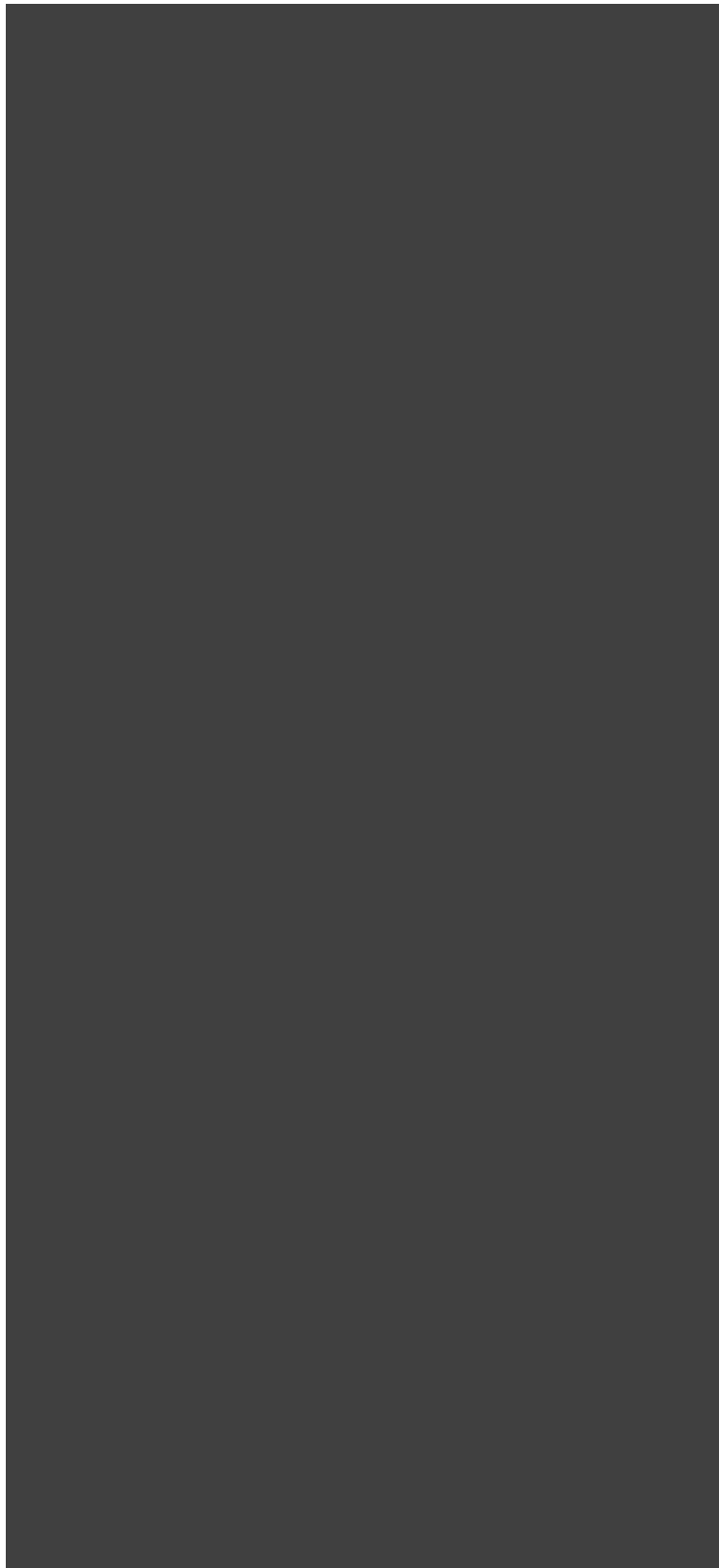
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	2	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	4	15.89	6/30/2022
	1	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	2	15.89	6/30/2022
	1	15.89	6/30/2022
	0	15.89	6/30/2022
		15.89	6/30/2022
1	15.89	6/30/2022	
2	15.89	6/30/2022	
3	15.89	6/30/2022	
1	15.89	6/30/2022	
	8	15.89	6/30/2022
	1	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	1	15.89	6/30/2022
	0	15.89	6/30/2022
	1	15.89	6/30/2022
0	15.89	6/30/2022	

	1	15.89	6/30/2022
	1	15.89	6/30/2022
	1	15.89	6/30/2022
	1	15.89	6/30/2022
		15.89	6/30/2022
	0	15.89	6/30/2022
	1	15.89	6/30/2022
	3	15.89	6/30/2022
	3	15.89	6/30/2022
	1	15.89	6/30/2022
	1	15.89	6/30/2022
	160	15.89	6/30/2022
	0	15.89	6/30/2022
158	15.89	6/30/2022	
0	15.89	6/30/2022	
217	15.89	6/30/2022	
<b>Lawrence County</b>			
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
5	15.89	6/30/2022	
0	15.89	6/30/2022	
0	15.89	6/30/2022	

	0	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
<b>Johnson County</b>			
	0	15.89	6/30/2022
	5	15.89	6/30/2022
	1	15.89	6/30/2022
	7	15.89	6/30/2022
<b>Magoffin County</b>			
	64	15.89	6/30/2022
	10	15.89	6/30/2022
	1	15.89	6/30/2022
<b>Morgan County</b>			
	0	15.89	6/30/2022
	1	15.89	6/30/2022
	2	15.89	6/30/2022
	5	15.89	6/30/2022
	2	15.89	6/30/2022
	0	15.89	6/30/2022
	8	15.89	6/30/2022
	5	15.89	6/30/2022
	0	15.89	6/30/2022
		15.89	6/30/2022








2	15.89	6/30/2022
0	15.89	6/30/2022
1	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
2	15.89	6/30/2022
2	15.89	6/30/2022
1	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
1	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
1	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
1	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
3	15.89	6/30/2022
1	15.89	6/30/2022
	15.89	6/30/2022
11	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022
1	15.89	6/30/2022
0	15.89	6/30/2022
0	15.89	6/30/2022

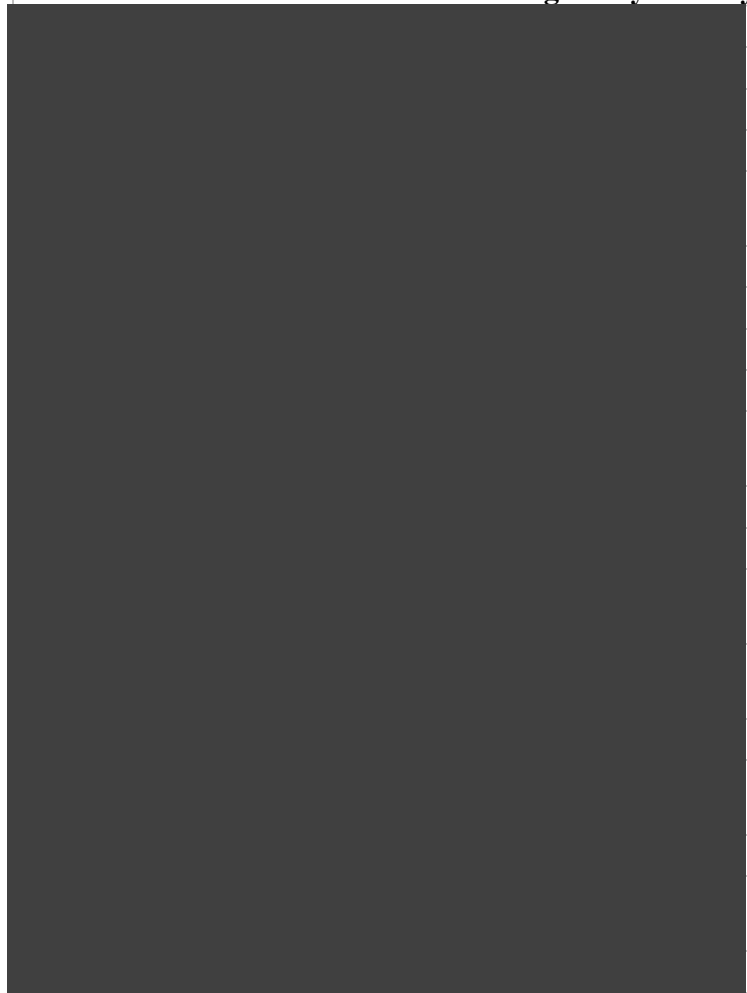
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	0	15.89	6/30/2022
	2	15.89	6/30/2022
	2	15.89	6/30/2022
	0	15.89	6/30/2022
	1	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	1	15.89	6/30/2022
	2	15.89	6/30/2022
	0	15.89	6/30/2022
	2	15.89	6/30/2022
	2	15.89	6/30/2022
	2	15.89	6/30/2022
		15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	10	15.89	6/30/2022
	0	15.89	6/30/2022
	11	15.89	6/30/2022
	1	15.89	6/30/2022
	0	15.89	6/30/2022
		15.89	6/30/2022
	0	15.89	6/30/2022
	1	15.89	6/30/2022
	1	15.89	6/30/2022
	0	15.89	6/30/2022

	1	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	437	15.89	6/30/2022
	53	15.89	6/30/2022


**Montgomery County**

	0	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	1	15.89	6/30/2022
	0	15.89	6/30/2022
	0	15.89	6/30/2022
	1	15.89	6/30/2022
	5	15.89	6/30/2022
	0	15.89	6/30/2022
	1	15.89	6/30/2022
	1	15.89	6/30/2022
	1	15.89	6/30/2022
	0	15.89	6/30/2022
		15.89	6/30/2022
	0	15.89	6/30/2022
	1	15.89	6/30/2022
	0	15.89	6/30/2022
	1	15.89	6/30/2022

			4	15.89	6/30/2022
<b>Clark County</b>					
			0	15.89	6/30/2022
			6	15.89	6/30/2022
			0	15.89	6/30/2022
			1	15.89	6/30/2022
			0	15.89	6/30/2022
			0	15.89	6/30/2022
			3	15.89	6/30/2022
			0	15.89	6/30/2022
			1	15.89	6/30/2022
			0	15.89	6/30/2022
			0	15.89	6/30/2022
			1	15.89	6/30/2022
			0	15.89	6/30/2022
			1	15.89	6/30/2022
			0	15.89	6/30/2022
			1	15.89	6/30/2022
			0	15.89	6/30/2022
			1	15.89	6/30/2022
			2	15.89	6/30/2022
			2	15.89	6/30/2022
			2	15.89	6/30/2022
			1	15.89	6/30/2022
			0	15.89	6/30/2022
			1	15.89	6/30/2022
			3	15.89	6/30/2022
			1	15.89	6/30/2022
			1	15.89	6/30/2022
			1	15.89	6/30/2022
1	15.89	6/30/2022			
0	15.89	6/30/2022			

	1	15.89	6/30/2022	
	0	15.89	6/30/2022	
	0	15.89	6/30/2022	
	0	15.89	6/30/2022	
	1	15.89	6/30/2022	
	0	15.89	6/30/2022	
	0	15.89	6/30/2022	
	3	15.89	6/30/2022	
	1	15.89	6/30/2022	
	0	15.89	6/30/2022	
		<b>Total</b>	1,538	

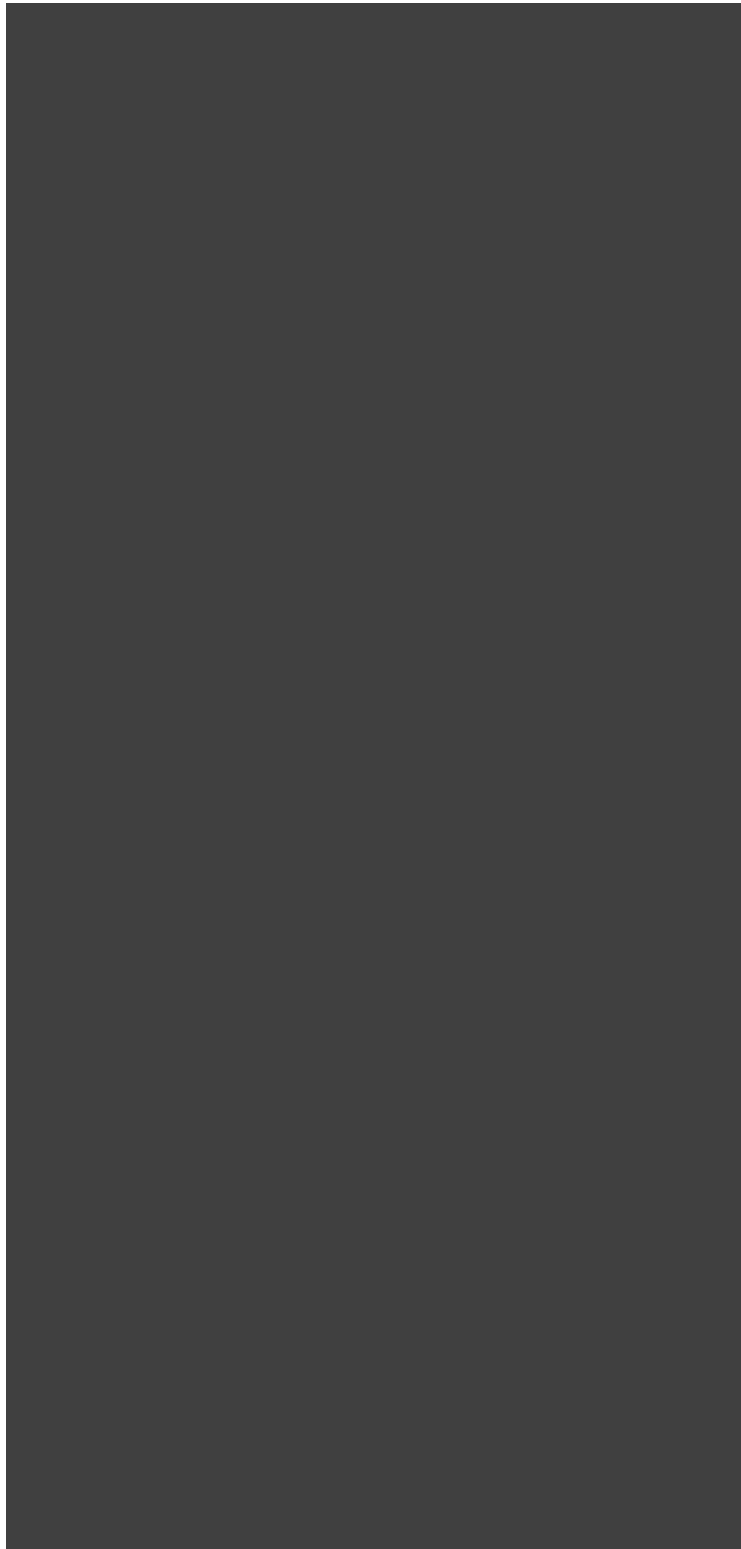
**July 2022**

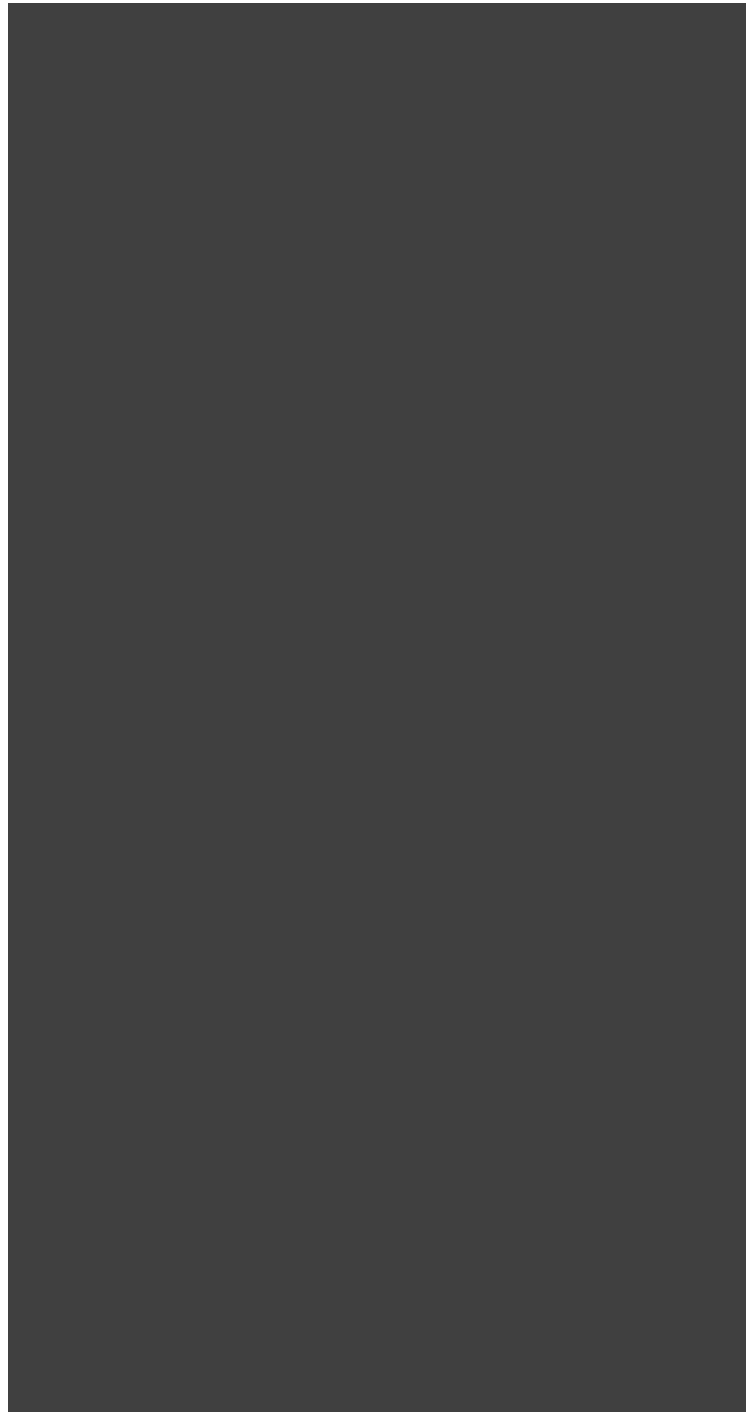

Customer Name	Service Location	Acct.	Mthly Usage	Rate Billed	Meter Reading Date
<b>Breathitt County</b>					
	1	13.47	7/31/2022		
	0	13.47	7/31/2022		
	1	13.47	7/31/2022		
	0	13.47	7/31/2022		
	0	13.47	7/31/2022		
	1	13.47	7/31/2022		
	1	13.47	7/31/2022		
	0	13.47	7/31/2022		
	1	13.47	7/31/2022		
	1	13.47	7/31/2022		
	0	13.47	7/31/2022		
	0	13.47	7/31/2022		
	0	13.47	7/31/2022		

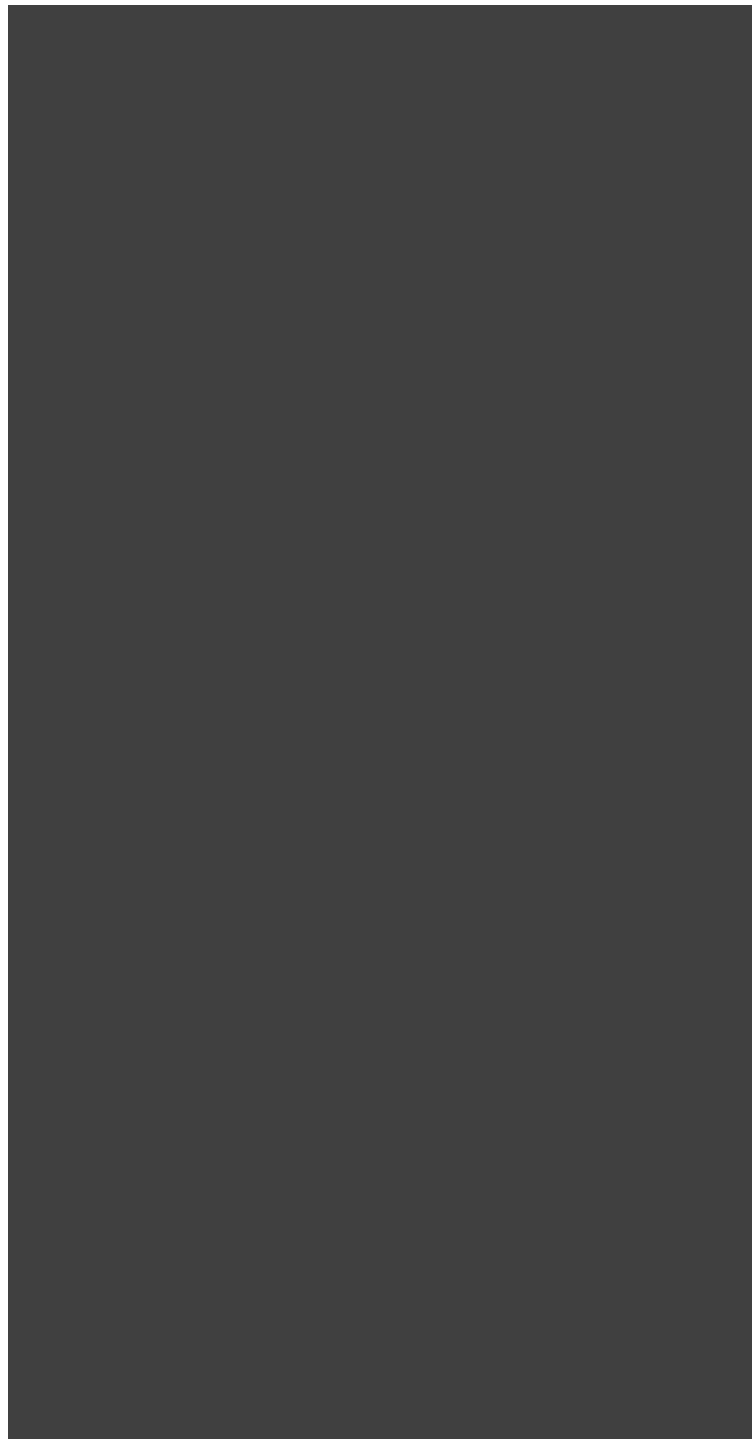

	1	13.47	7/31/2022
	1	13.47	7/31/2022
	0	13.47	7/31/2022
	1	13.47	7/31/2022
	2	13.47	7/31/2022
	2	13.47	7/31/2022
	0	13.47	7/31/2022
	2	13.47	7/31/2022
	2	13.47	7/31/2022
	0	13.47	7/31/2022
	1	13.47	7/31/2022
	1	13.47	7/31/2022
	1	13.47	7/31/2022
	3	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	3	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	35	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	11	13.47	7/31/2022
	0	13.47	7/31/2022
	1	13.47	7/31/2022

	1	13.47	7/31/2022
	3	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	1	13.47	7/31/2022
	2	13.47	7/31/2022
	4	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	4	13.47	7/31/2022
	1	13.47	7/31/2022
	2	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	1	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	1	13.47	7/31/2022
	3	13.47	7/31/2022
	1	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022

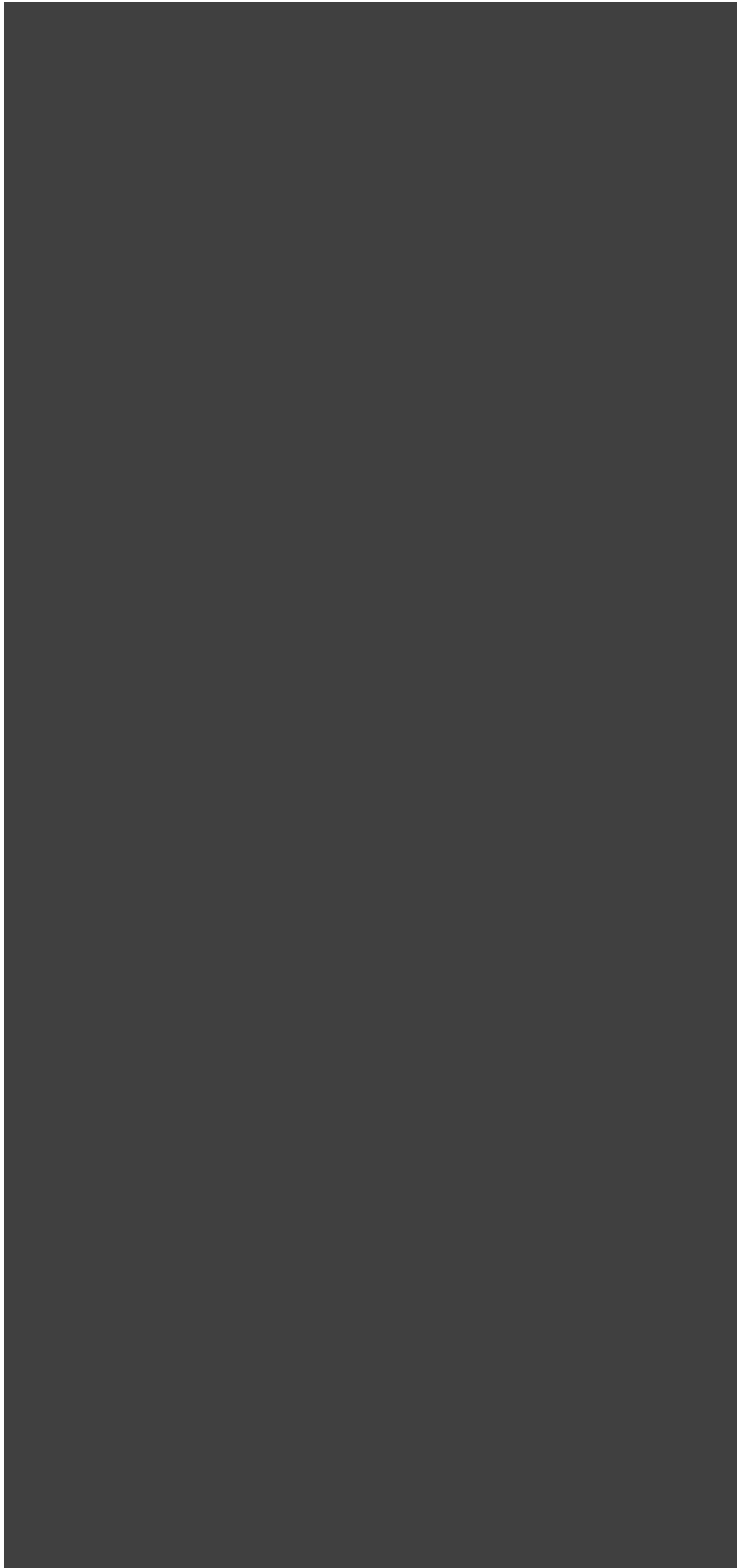


	1	13.47	7/31/2022
	0	13.47	7/31/2022
	1	13.47	7/31/2022
	0	13.47	7/31/2022
	1	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
		13.47	7/31/2022
	1	13.47	7/31/2022
	3	13.47	7/31/2022
	2	13.47	7/31/2022
	0	13.47	7/31/2022
	3	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	1	13.47	7/31/2022
	3	13.47	7/31/2022
	2	13.47	7/31/2022
	3	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	1	13.47	7/31/2022
	1	13.47	7/31/2022
	2	13.47	7/31/2022
	1	13.47	7/31/2022

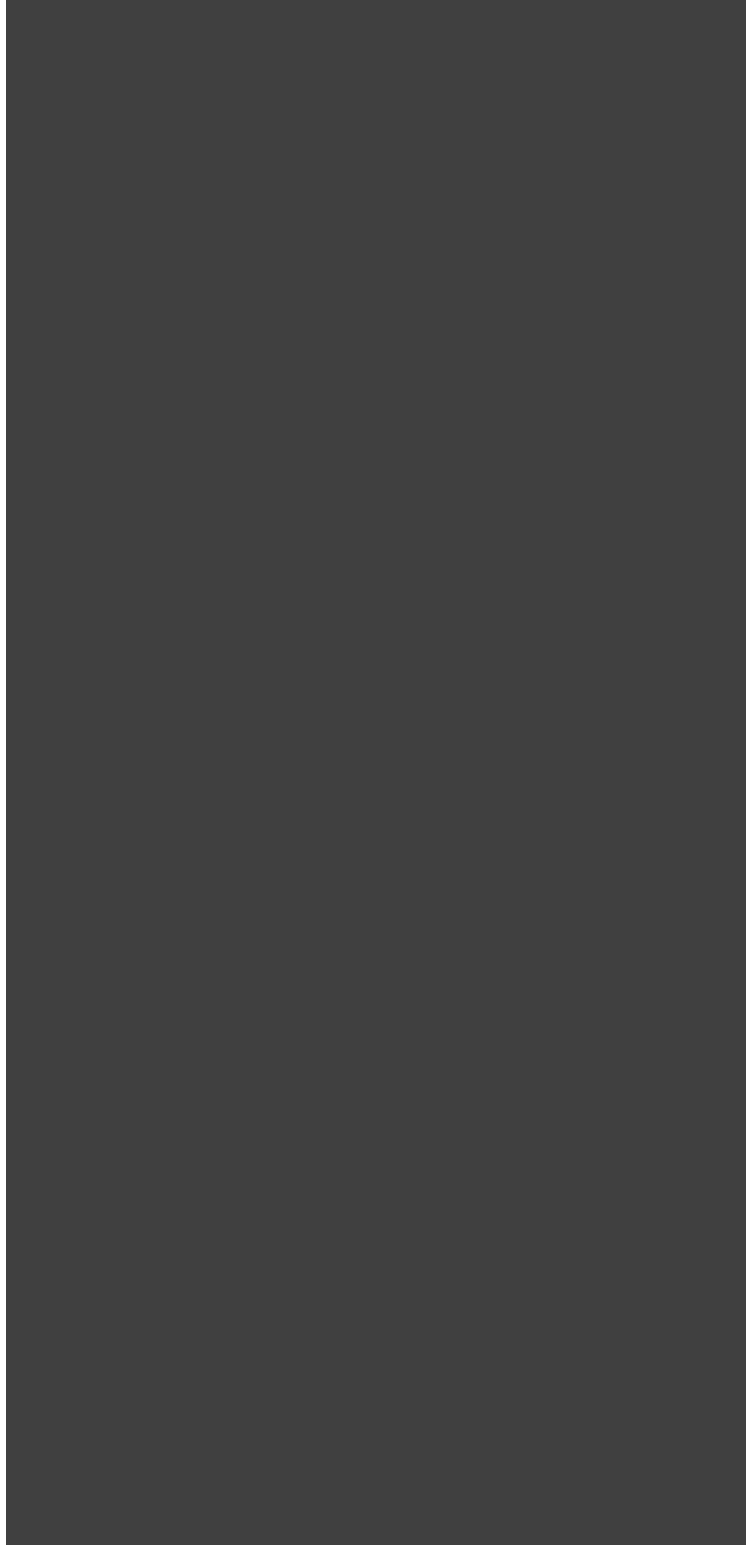
	0	13.47	7/31/2022
	1	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	2	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	1	13.47	7/31/2022
0	13.47	7/31/2022	
2	13.47	7/31/2022	
0	13.47	7/31/2022	
1	13.47	7/31/2022	
1	13.47	7/31/2022	
0	13.47	7/31/2022	
1	13.47	7/31/2022	
<b>Wolfe County</b>			
	6	13.47	7/31/2022

	1	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	2	13.47	7/31/2022
	0	13.47	7/31/2022
	1	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	1	13.47	7/31/2022
	1	13.47	7/31/2022
		13.47	7/31/2022
	0	13.47	7/31/2022
	1	13.47	7/31/2022
	2	13.47	7/31/2022
	2	13.47	7/31/2022
	0	13.47	7/31/2022
	1	13.47	7/31/2022
	118	13.47	7/31/2022
	0	13.47	7/31/2022
	110	13.47	7/31/2022
	0	13.47	7/31/2022
	142	13.47	7/31/2022
<b>Lawrence County</b>			
	0	13.47	7/31/2022
	0	13.47	7/31/2022

	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	1	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	1	13.47	7/31/2022
	0	13.47	7/31/2022
<b>Johnson County</b>			
	0	13.47	7/31/2022
	3	13.47	7/31/2022
	0	13.47	7/31/2022
	2	13.47	7/31/2022
<b>Magoffin County</b>			
	18	13.47	7/31/2022
	10	13.47	7/31/2022
	1	13.47	7/31/2022
<b>Morgan County</b>			
	0	13.47	7/31/2022
	1	13.47	7/31/2022
	1	13.47	7/31/2022
	3	13.47	7/31/2022

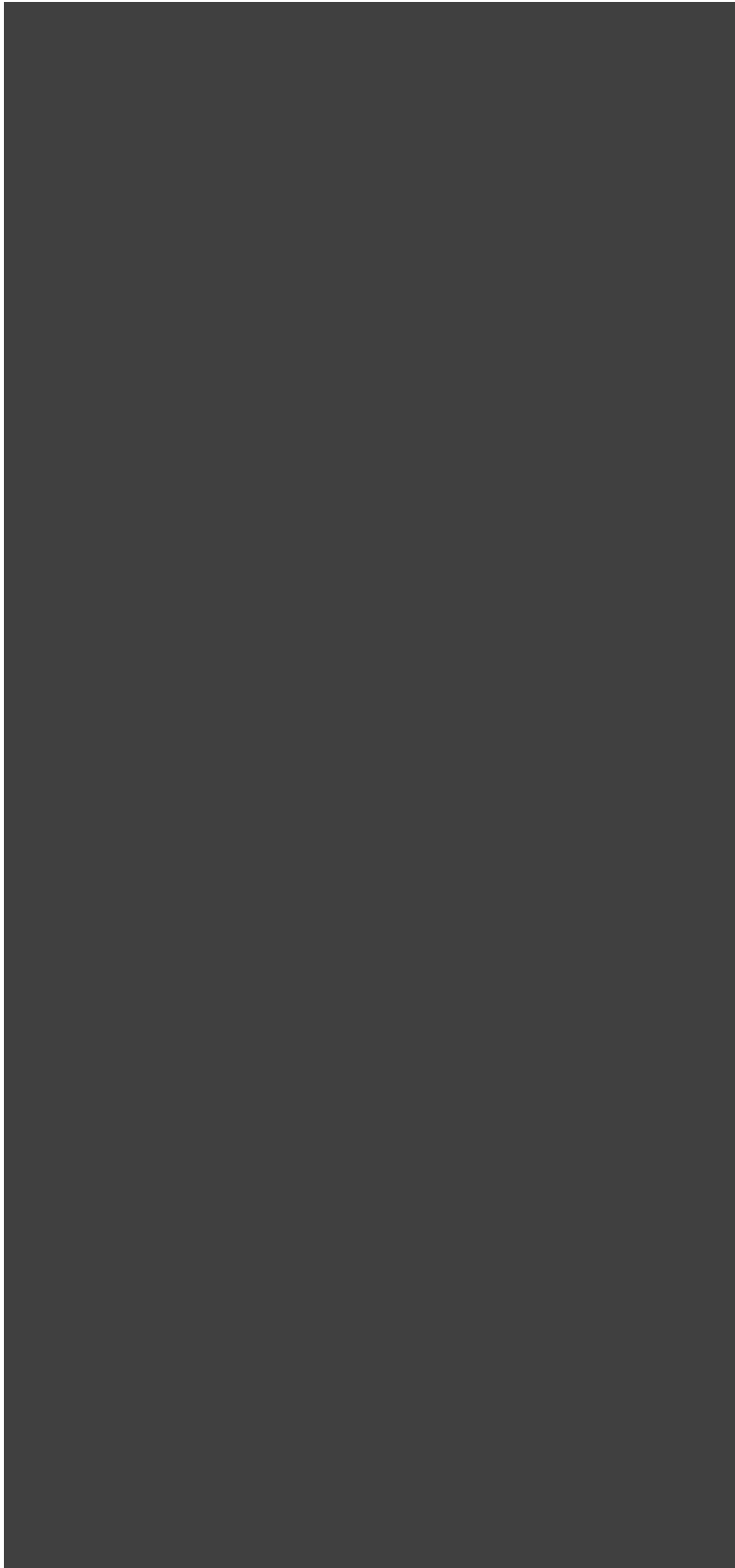
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	2	13.47	7/31/2022
	2	13.47	7/31/2022
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	2	13.47	7/31/2022
	1	13.47	7/31/2022
	1	13.47	7/31/2022
	2	13.47	7/31/2022
	0	13.47	7/31/2022
	1	13.47	7/31/2022
	0	13.47	7/31/2022

**Menifee County**

	1	13.47	7/31/2022
	1	13.47	7/31/2022
	0	13.47	7/31/2022
	1	13.47	7/31/2022
	2	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	1	13.47	7/31/2022
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	0	13.47	7/31/2022
	1	13.47	7/31/2022
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0	13.47	7/31/2022	

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	1	13.47	7/31/2022
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	1	13.47	7/31/2022
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	1	13.47	7/31/2022

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	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
1	13.47	7/31/2022	
0	13.47	7/31/2022	
0	13.47	7/31/2022	
0	13.47	7/31/2022	
<b>Montgomery County</b>			
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022
	0	13.47	7/31/2022





			0	13.47	7/31/2022
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			1	13.47	7/31/2022
			0	13.47	7/31/2022
			0	13.47	7/31/2022
			2	13.47	7/31/2022
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			0	13.47	7/31/2022
			0	13.47	7/31/2022
			1	13.47	7/31/2022
			1	13.47	7/31/2022
			0	13.47	7/31/2022
			0	13.47	7/31/2022
			0	13.47	7/31/2022
			0	13.47	7/31/2022
			0	13.47	7/31/2022
			6	13.47	7/31/2022
			1	13.47	7/31/2022
			2	13.47	7/31/2022
		Total	655		

**Request**

4. Provide a copy of the agreement referenced at the formal conference between Jefferson Gas and Gas Natural relating to control and placement of meters for customers.
- 

**Response**

See the attachment labeled PH 01-0001 to PH 01-0013. This attachment contains the located portions of the Asset Purchase Agreement between Kentucky Frontier Gas, LLC and Public Gas Company, dated August 5, 2015, as well as portions of the Stock Purchase Agreement, dated November 11, 2011, between Kentucky Energy Development and Gas Natural as provided in Ky. PSC Case No. 2012-00029.

**Request**

5. Following the procedures for filing confidential information set forth in 807 KAR 5:001, Section 13, provide a list of producers by county and indicate the location and line that the supply enters the system. Additionally, provide the amount of gas that has been purchased from each producer on the system annually since acquisition.

**Response**

Below is the producer list by county and line interconnect. A motion for confidential treatment is filed concurrently with EKM’s Response to post-hearing data requests. Please see the redacted attachments labeled *PH\_05\_PPV.xls* for producer purchase volumes.

<u>Meter No.</u>	<u>Producer</u>	<u>County</u>	<u>Interconnect - Line Identification</u>
		Morgan	A-2
		Morgan	A-2
		Morgan	A-2
		Breathitt	C
		Magoffin	A-2
		Magoffin	A-2
		Magoffin	A-3
		Johnson	A-3
		Magoffin	A-2
		Breathitt	C
		Breathitt	C
		Breathitt	C
		Magoffin	A-2
		Johnson	A-3
		Magoffin	A-2
		Magoffin	A-2
		Johnson	A-3
		Johnson	J
		Magoffin	A-2
		Johnson	A-3
		Breathitt	C
		Wolfe	A-1

	Morgan	A-2
	Magoffin	A-2
	Magoffin	A-2
	Magoffin	J
	Johnson	J
	Johnson	A-3
	Johnson	A-3
	Johnson	A-3
	Johnson	A-3
	Morgan	A-2
	Morgan	A-2
	Magoffin	A-2
	Boyd	A-4
	Magoffin	A-2

**Request**

6. Provide the amount of gas that has been purchased from interstate commerce annually since acquisition, including purchased gas from Southern Energy.
- 

**Response**

Please see the Responses provided to 1 AG 08(c) and (d). EKM has purchased natural gas exclusively from Southern Energy at the volumes stated in the attachment referenced herein.

**Request**

7. Following the procedures for filing confidential information set forth in 807 KAR 5:001, Section 13, provide documentation from the acquisition of Jefferson Gas regarding the number of customers that were served by Jefferson Gas at the time of acquisition.
- 

**Response**

Please see the redacted attachment labeled PH 01-0014 through PH 01-0023. A motion for confidential treatment is filed concurrently with EKM's Response to post-hearing data requests. The last meter run for Jefferson Gas occurred in April 2021. The total number of Farm Tap customers on this last meter run was 325.

**Request**

8. Provide any survey of assets created or developed for East Kentucky Midstream at the time of acquisition of the Jefferson Gas system.
- 

**Response**

The only survey of assets would be included in the Asset Sale & Purchase Agreements between Jefferson Gas and EKM. Please see attachment 01-0030 Asset Sale & Purchase Agreement (Lines A-4 & A-5), previously produced in response to the first round of data requests. Exhibit A of this attachment lists the assets as the pipeline.

Please also see attachment 01-0036 Asset Sale & Purchase Agreement (Remaining System), which contains the following:

Exhibit A – Pipeline

Exhibit B – Real-estate

Exhibit C – Ancillary Assets & Equipment



### **Request**

9. Following the procedures for filing confidential information set forth in 807 KAR 5:001, Section 13, provide a list of customers who have had meters installed by Jefferson or East Kentucky Midstream that have required inspection per 807 KAR 5:026, Section 3.
- 

### **Response**

EKM acquired two (2) new Farm Tap customers since the date of acquisition as listed below.

EKM installed a new meter to the existing tap and existing service line that was utilized by the previous customer. EKM did not perform any construction activities outside the pipeline right-of-way.

██████████ (reconnect of former Jefferson Gas customer to A-2)

████████████████████ (connected to A-1)

**Request**

10. In the last KY PSC Jurisdictional Gathering inspection dated the 8<sup>th</sup> of December 2021, the report indicated 18 miles of Type B Regulated Gathering pipelines. Provide the GPS starting and ending point of the Type B Regulated Gathering pipelines.

---

**Response**

Gathering Line

Beginning: 37.790257°N 83.405989°W

Ending: 37.682932°N 83.048465°W

### **Request**

11. In the last KY PSC Intrastate Transmission inspection that occurred on the 13<sup>th</sup>, 14<sup>th</sup>, 15<sup>th</sup>, and 16<sup>th</sup> of December 2021, the report indicated 44 miles of Intrastate Transmission pipelines. Provide the GPS starting and ending points for the Intrastate Transmission pipelines.
- 

### **Response**

#### Transmission Line (C-Line)

Beginning: 37.626726°N 83.368357°W

Ending: 37.909211°N 83.380302°W

#### Transmission Line (Fallsburg)

Beginning: 38.173056°N 82.671253°W

Ending: 38.349845°N 82.611274°W

August 2, 2015  
ASSET PURCHASE AGREEMENT

by and among

KENTUCKY FRONTIER GAS, LLC

and

PUBLIC GAS COMPANY

Dated as of August 5, 2015

*PH*

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of August [5], 2015 (the "Effective Date") by and among KENTUCKY FRONTIER GAS, LLC, a Colorado limited liability company ("Buyer") and PUBLIC GAS COMPANY, a Kentucky corporation (the "Company" or "Seller") as follows:

### RECITALS

WHEREAS, Seller owns and operates, as a public utility with approval by the Kentucky Public Service Commission, a natural gas distribution business located in the Commonwealth of Kentucky counties of Breathitt, Jackson, Lawrence, Lee, Magoffin, Morgan, and Wolfe including, but not limited to all pipelines, meters, inventory (including gas), work in progress, rights of way, licenses, easements, pipeline interconnections, office equipment, leases, fixtures, machinery, equipment, pipe vehicles and Seller's files and records pertaining to the same (the "Business"), and

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the rights of Seller to the Purchased Assets (as defined herein) used in the Business, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I PURCHASE AND SALE

**Section 1.01 Purchase and Sale of Assets.** Subject to the terms and conditions set forth herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in substantially all of the assets used in the operation of the Business (the "Purchased Assets"), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("Encumbrance").

**Rights of Way.** Seller transfers to Buyer any and all of its Rights of Way to access pipelines and meters along the Assets. Seller will sign a quitclaim deed to Buyer to transfer any rights appurtenant to the Asset pipelines and meters.

**Section 1.02 Excluded Assets.** Notwithstanding the foregoing, the Purchased Assets shall not include any real estate owned by the Seller or any of the assets set forth on Section 1.02 of the Disclosure Schedules, which are incorporated herein by this reference and made a part hereof (the "Excluded Assets").

AP

Disclosure Schedules

[TO BE UPDATED BY SELLER PRIOR TO CLOSING]

**Section 1.01: Purchased Assets:** Substantially all of the assets owned by the Company that are used in, or necessary for the ordinary conduct of, the Business, its natural gas distribution business located in the Commonwealth of Kentucky counties of Breathitt, Jackson, Johnson, Lawrence, Lee, Magoffin, Morgan, and Wolfe including, but not limited to all pipelines, meters, inventory (including gas), work in progress, rights of way, licenses, easements, pipeline interconnections, office equipment, leases, fixtures, machinery, equipment, pipe vehicles and Seller's files and records pertaining to the same. A list of assets is attached hereto as Exhibit 1.01-A.

**Section 1.02: Excluded Assets:** Cash and cash equivalents. [To be defined].

**Section 1.03(a): Assigned Contracts:** [To be determined].

**Section 1.03(b): Excluded Liabilities:** [To be determined].

**Section 1.04: Allocation of Purchase Price:** [To be determined].

**Section 3.03: Seller's Required Consents:** The consent of the KPSC; consent of Seller's lenders; any consent required to transfer the Assigned Contracts.

**Schedule 3.09: Financial Statements:** Attached as Exhibit 3.09-A.

**Schedule 5.08: Customer Credit and Prepayments**

**Schedule 6.02: Employee Benefit Plans:** [To be defined].

*PH*

PUBLIC GAS COMPANY INC.  
SUMMARY BALANCE SHEET USED MONTHLY  
Period and Year to Date  
For the Period from June 1, 2015 to June 30, 2015

	Current Period	Year to Date
ASSETS		
PROPERTY, PLANT & EQUIPMENT		
Land / Buildings	82,919.95	82,919.95
Main Lines, Meters, Stations & Eqpm	381,872.72	381,872.72
Pipeline	2,361,667.62	2,361,667.62
Tools & Equipment	220,987.78	220,987.78
Furniture & Fixtures	7,435.99	7,435.99
Vehicles	166,113.29	166,113.29
Accumulated Depreciation	-1,340,271.87	-1,340,271.87
Net Plant	1,880,725.48	1,880,725.48
Construction Work In Progress	228,211.51	228,211.51
Total Property, Plant & Equipment	2,088,936.99	2,088,936.99
CURRENT ASSETS		
Cash	44,400.88	44,400.88
Petty Cash	300.00	300.00
Accounts Receivable	158,824.67	158,824.67
Related Party Receivables	104,657.54	104,657.54
Deposits	274.00	274.00
Inventory	33,056.63	33,056.63
Prepaid Expenses	1,200.00	1,200.00
Unrecovered Gas Cost	34,741.14	34,741.14
Accrued Accounts Receivable	19,252.69	19,252.69
Total Current Assets	386,707.83	386,707.83
OTHER ASSETS		
Franchise Acquisition		
Goodwill	263,424.87	263,424.87
Rate Case Costs	2,494.03	2,494.03
Deferred Tax Asset - Short Term	-33,804.00	-33,804.00
Deferred Tax Asset - Long Term	535,232.11	535,232.11
Total Other Assets	787,347.01	787,347.01
TOTAL ASSETS	3,272,991.83	3,272,991.83

Exhibit 1.01-A

*APD*

2022-00238  
PH 01-0004

PUBLIC GAS COMPANY INC.  
SUMMARY BALANCE SHEET USED MONTHLY  
Period and Year to Date  
For the Period from June 1, 2015 to June 30, 2015

	Current Period	Year to Date
LIABILITIES & SHAREHOLDER'S EQUITY		
SHAREHOLDER'S EQUITY		
Common Stock	100,000.00	100,000.00
Paid-in-Capital	2,118,821.09	2,118,821.09
Dividends Paid		
Retained Earnings (Loss) Prior	-251,951.24	-251,851.24
Retained Earnings (Loss) Current	-38,939.45	-38,939.45
TOTAL SHAREHOLDER'S EQUITY	1,927,930.40	1,927,930.40
CURRENT LIABILITIES		
Notes Payable		
Trade Accounts Payable	23,560.17	23,560.17
Gas Accounts Payable		
Pipeline Imbalance		
Budget Bal Owed to Customers	17,082.65	17,082.65
Customer Deposits	108,525.00	108,525.00
Related Party Payable	542,407.67	542,407.67
Asset Retirement Obligation		
Accrued Liabilities	10,395.16	10,395.15
Accrued Taxes	8,994.59	8,994.58
Total Current Liabilities	710,975.23	710,975.23
DEFERRED CREDITS		
Deferred Compensation		
Deferred Taxes Liability	634,086.00	634,086.00
Total Deferred Credits	634,086.00	634,086.00
TOTAL LIABILITIES	-1,345,061.23	-1,345,061.23
TOTAL LIABILITIES & SHAREHOLDER'S EQUITY	3,272,991.63	3,272,991.63

Exhibit 1.01-A

*RLD*

2022-00238  
PH 01-0005



COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of: )  
)  
THE JOINT APPLICATION OF GAS NATURAL )  
INC. AND KENTUCKY ENERGY )  
DEVELOPMENT, LLC FOR AN ORDER )  
APPROVING A TRANSFER AND ACQUISITION )  
OF OWNERSHIP AND CONTROL OF PUBLIC )  
GAS COMPANY, INC. )

Case No. 2011-\_\_\_\_\_

RECEIVED

JAN 24 2012

PUBLIC SERVICE  
COMMISSION

**JOINT APPLICATION PURSUANT TO KRS 278.020**

Gas Natural Inc. (“Gas Natural”) and Kentucky Energy Development, LLC (“Kentucky Energy”) (collectively, the “Joint Applicants”) jointly apply to the Kentucky Public Service Commission pursuant to KRS 278.020(5) and (6), and 807 KAR 5:001, Section 8 for an Order approving the acquisition of Gas Natural of all of the issued and outstanding capital stock of Public Gas Company, Inc. (“Public Gas”). In support of this Joint Application, Joint Applicants state:

1. Gas Natural is a holding company whose affiliated wholly-owned utility companies provide retail natural gas distribution to approximately 63,500 customers in the states of Maine, Montana, North Carolina, Ohio, Pennsylvania and Wyoming. It is a corporation organized and existing under the laws of the State of Ohio. Its principal office is located at 8500 Station Street, Suite100, Mentor, Ohio 44060. As Required by 800 KAR 5:001 Section 8, a certified copy of its articles of incorporation is annexed hereto and marked Joint Application Exhibit 1.

## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is entered into as of this 11<sup>th</sup> day of November, 2011 (the "Effective Date") by and between **KENTUCKY ENERGY DEVELOPMENT, LLC**, a Kentucky limited liability company (collectively referred to herein as "Seller"), and **GAS NATURAL INC.**, an Ohio Corporation, or its nominee ("Purchaser") with reference to the following:

### WITNESSETH:

**WHEREAS**, Seller owns one hundred percent (100%) of the issued and outstanding capital stock **PUBLIC GAS COMPANY, INC.**, a corporation organized under the laws of the State of Kentucky (the "Company"); and

**WHEREAS**, Purchaser desires to purchase from the Seller and the Seller desires to sell to Purchaser all of the issued and outstanding capital stock of the Company (the "Purchased Shares"), in accordance with the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises, representations, warranties and covenants hereinafter set forth, the parties hereto agree as follows:

### 1. DEFINITIONS

Certain Definitions. As used herein, the following capitalized terms have the following meanings:

(a) "Affiliate" means, with respect to a Person, any other Person whom, directly or indirectly, controls, is controlled by or is under common control with such Person. For purposes of this definition, a Person has "control" over another Person if such Person has the ability to exercise a controlling influence over the management and policies of the other Person, whether through the ownership of voting securities, by contract or otherwise.

(b) "Damages" means and includes any and all costs, obligations, penalties, losses, liabilities, claims, out-of-pocket expenses (including reasonable attorneys' fees and other costs and expenses of litigation) and other damages of any kind whatsoever.

(c) "Environmental Law" means any and all applicable federal, state, regional or local law, requirement, statute, rule, regulation, policy guidelines, or ordinance governing or with respect to any pollutant, contaminant, petroleum, crude oil or hazardous substance or otherwise relating to the protection of public health safety or the environment, including the Clean Air Act, as amended, the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980, as amended, the Federal Water Pollution Control Act, as amended, the Occupational Safety and Health Act of 1970, as amended, the Resource Conservation and Recovery Act of 1976, as amended, the Safe Drinking Water Act, as amended, the Toxic Substances Control Act, as amended, the Hazardous & Solid Waste Amendment Act of 1984, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, the Hazardous Materials

Transportation Act, as amended, the Oil Pollution Act of 1990, any state laws implementing the foregoing federal laws, and any state laws pertaining to the handling of oil and gas exploration and production wastes or the use, maintenance, and closure of pits and impoundments, and all other environmental conservation or protection laws.

(d) "Governmental Approval" means any consent, approval, order or authorization, or registration, declaration, qualification or filing with, any Governmental Authority.

(e) "Governmental Authority" means any court, administrative agency, commission, regulatory authority or other governmental authority or instrumentality, having jurisdiction.

(f) "Knowledge" means with regard to either Seller or the Purchaser, shall mean actual knowledge of the party after a reasonable internal review of the party's business records and data.

(g) "Person" means and includes any individual, sole proprietorship, corporation, partnership (whether general, limited, limited liability or special), joint venture, limited liability company, institution, trust, association, organization (whether not a legal entity), or Governmental Authority

## **2. PURCHASE AND SALE; DUE DILIGENCE**

(a) On the Closing Date, and subject to the terms and conditions of this Agreement, and upon the agreements, representations and warranties herein contained, Seller hereby sells, conveys, transfers, assigns, sets over and delivers to Purchaser free and clear of all liens, encumbrances, liabilities, and rights of third parties whatsoever and Purchaser shall purchase from Seller the Purchased Shares.

(b) Due Diligence. The "Due Diligence Period" shall commence on the Effective Date and shall expire at 5:00 p.m. EST on the date occurring sixty (60) days after the Effective Date (the "Due Diligence Period"). During the Due Diligence Period, Purchaser, its agents, contractors and engineers shall have the right to enter upon and inspect the Assets for the purpose of inspecting the physical condition of the Assets and conducting its due diligence investigation to determine the suitability of the Assets for Purchaser's intended uses thereof ("Due Diligence Investigations"). The right to conduct Due Diligence Investigations includes the right of Purchaser and Purchaser's employees, agents and contractors to enter upon any portion of the rights of way, licenses, or easements (the "ROW Property") to take measurements, make inspections, conduct test borings, make boundary and topographical survey maps, and to conduct geotechnical, soil, environmental, groundwater, wetland and other studies required by Purchaser in its sole discretion.

(i) Purchaser shall give reasonable notice to Seller prior to entering upon the ROW Property during the Due Diligence Period, and agrees to adhere to all ROW Property restrictions as contained in any easement or similar document regarding access and, if requested by Seller, shall have all employees, contractors, and agents execute an Assumption of Risk Agreement and Release Agreement prior to entering such ROW Property.

- (ii) Purchaser shall indemnify and defend Seller against and hold Seller harmless from any and all loss, cost, liability, or expense (including reasonable attorneys' fees) arising out of Purchaser's activities relating to the Assets during the Due Diligence Investigations; provided, that, such indemnity shall not cover or extend to (1) any claims of diminution in the value of the Assets as a consequence of the results revealed by the Due Diligence Investigations, or (2) the exposure or release of hazardous substances or materials located in, on, or under the Assets, unless such exposure or release is attributable to the activities of Purchaser. Notwithstanding any other provision hereof, this indemnity obligation shall survive the termination of this Agreement for a period of two (2) years. No such Due Diligence Investigations shall constitute a waiver or relinquishment on the part of Purchaser of its rights under any covenant, condition, representation, or warranty of Seller under this Agreement. Upon execution of this Agreement, Seller shall deliver to Purchaser, at no cost to Purchaser, such of the following documents which relate to the Assets to the extent that they are in Seller's possession or control: existing soil and groundwater tests, surveys, title commitment policies, environmental reports, underground storage tank test results, waste disposal records, permit records, other engineering tests and studies, contracts, and other books and records.
- (iii) Prior to the end of the Due Diligence Period, Purchaser shall deliver written notice of its election to proceed or not to proceed with the purchase of the Assets and, if Purchaser elects to proceed with the purchase of the Assets, this Agreement shall remain in effect and the parties shall proceed to close this transaction, subject to the terms and conditions hereof.
- (iv) If Purchaser elects not to proceed with the purchase of the Assets, then Purchaser shall deliver written notice of such election (the "Termination Notice") prior to the end of the Due Diligence Period. In the event that this Agreement is terminated pursuant to this Article, all documents shall be returned to the disclosing party; Seller and Purchaser shall pay the costs and expenses of this transaction chargeable to them; and Seller and Purchaser shall have no further rights or obligations hereunder, except for any obligations which expressly survive the Closing pursuant to the terms of this Agreement.

3. **ASSETS; EMPLOYEES**

Seller hereby warrants and represents that the following is a complete and accurate list of all of the assets owned by the Company and employees of the Company as of the Closing Date (collectively the "Assets"):

- (a) Contracts, Rights, and Other Personal Property. All of Company's interest in its natural gas distribution business consisting of approximately one thousand five hundred eighty

one (1,581) customers located in the State of Kentucky counties of Breathitt, Jackson, Johnson, Lawrence, Lee, Magoffin, Morgan, and Wolf including, but not limited to (i) the company name; (ii) all pipelines, meters, inventory including gas, work in progress, rights of way, licenses, easements, pipeline interconnections, office equipment, leases, fixtures, machinery, equipment, pipe and vehicles (collectively the "Personal Property"); and (iii) all of Company's contracts and agreements with its suppliers, contractors, and customers (the "Contracts")

(b) Employees. Employment of all full time and part-time employees as of the Closing Date. Full time employees as of the Effective Date are Ray Jenkins and Stasia Kruse, and the part time employee is Tina Hart.

(c) Supporting Documents. All of Seller's files and records pertaining to the Assets, including, but not limited to Seller's land files, land maps, gas contract files, federal or state regulatory files, engineering studies and reports, and copies of all accounting records and so far as they are applicable to the Assets (the "Records").

#### 4. PURCHASE PRICE

(a) Price; Payment. Upon the terms and subject to the conditions hereinafter set forth, in consideration of the delivery by Seller of the Purchased Shares, Purchaser shall pay to Seller at the Closing an amount equal to [REDACTED] subject to adjustments pursuant to the terms of this Agreement (the "Purchase Price"). The Purchase Price shall be paid by Purchaser as follows: (i) an amount equal to the Company's account payable to Jefferson Gas at Closing, approximately [REDACTED] as of the Effective Date (the "Jefferson Receivable"), paid in immediately available funds directly to Seller's Affiliate Jefferson Gas at Closing; (ii) the remainder of the Purchase Price in immediately available funds at Closing, including reconciliation for accounts payable and accounts receivable ("reconciliation") pursuant to Section 4(d) herein, less an amount equal to twenty percent (20%) of the Company's total receivables due at Closing (the "Receivable Holdback") which shall be paid pursuant to Section 4(e) herein and subject to the reconciliation detailed in Section 4(d).

(b) On the Closing Date, Seller shall surrender and deliver all certificates representing the Purchased Shares or, if applicable, replacement certificates together with lost certificate affidavits and indemnifications (in form and substance reasonably acceptable to Purchaser), duly endorsed for transfer or accompanied with executed blank stock powers (in form and substance reasonably acceptable to Purchaser), together with a new certificate representing such shares issued in the name of Purchaser.

(c) Customer Price Adjustment. At Closing, if Company has less than [REDACTED] customers, the Purchase Price shall be reduced [REDACTED] for each customer under that amount or if the Company has more than [REDACTED] customers, the Purchase Price shall be increased [REDACTED] for each customer over that amount. "Customer" shall mean any individual or entity having received at least one monthly bill from Company for gas delivered during the ninety (90) day period prior to the Closing Date. By way of example only, if at Closing-Company has [REDACTED] customers then the Purchase Price shall be reduced by [REDACTED]

WHETHER EXPRESS OR IMPLIED, IN CONNECTION WITH THE VALUE, CONDITION, FITNESS OR USE OF THE ASSETS.

18. NONCOMPETITION; NONDISCLOSURE; NONSOLICITATION

(a) Acknowledgments by Seller. Seller and its Affiliate entities acknowledges that (i) the Business (as hereinafter defined) of Seller relating to the operation of the Company by Seller for the sale of its Products (as hereinafter defined) prior to the date of this Agreement is Territorial in scope; (ii) the Products and services related to such Business are marketed throughout the Territory; (iii) Seller's Business prior the date of this Agreement competes with other businesses that are or could be located in any part of the Territory; (iv) Purchaser has required that Seller and its Affiliate entities make the covenants set forth in this Section 18 as a condition to Purchaser's purchase of the Company; (v) the provisions of this Section 18 are reasonable and necessary to protect and preserve Purchaser's interests in and right to the use and operation of the Company in its Business from and after the Closing Date; and (vi) Purchaser would be irreparably damaged if Seller or its Affiliate entities were to breach the covenants set forth in this Section 18.

(b) Nondisclosure of Confidential Information. Seller and its Affiliate entities acknowledge and agree that the protection of the Confidential Information is necessary to protect and preserve the value of the Company. Therefore, Seller and its Affiliate entities hereby agree not to disclose to any unauthorized Person or use for its own account or for the benefit of any Third Party any Confidential Information, whether or not such information is embodied in writing or other physical form, without Purchaser's written consent, unless and to the extent that (i) the Confidential Information is or becomes generally known to and available for use by the public other than as a result of Seller's and its Affiliate entities' fault or (ii) Seller or its Affiliate entities are required to disclose same in any court or arbitration proceeding or deposition. As used herein, "Confidential Information" means all of the following if in Seller's or its Affiliate entities' possession or control (i) any and all trade secrets concerning the Business and affairs of the Company, product specifications, data, know-how, customers lists, current and anticipated customer requirements, price lists, market studies, business plans, computer software and programs (including object code and source code), database technologies, systems, structures, methods and information of the Company and any other information, however documented, of the Company that is a trade secret within the meaning of the trade secret laws of Ohio or under other applicable law; (ii) any and all information concerning the Business and affairs of the Company, the names and backgrounds of key personnel, contractors, agents, suppliers and potential suppliers, personnel training techniques and materials, purchasing methods and techniques, however documents, provided same are within Seller's or its Affiliate entities' possession and control.

(c) Noncompetition. As an inducement for Purchaser to enter into this Agreement, Seller and its Affiliate entities agree that for a period of five (5) years after the Closing Date:

- (i) Neither Seller nor its Affiliate entities will directly or indirectly, engage or invest in, own, manage, operate, finance, control or participate in the

ownership, management, operation, financing or control of, be associated with or in any manner connected with, or render services or advice or other aid to, or guarantee any obligation of, any person or third party entity engaged in or planning to become engaged in the Business (as defined below), anywhere within the Territory (as defined below). As used in this Section 18(c), "Business" means the sale and/or distribution of natural gas for residential, commercial and/or industrial users; or any other business that the Company was engaged in at any time during the period beginning on January 1, 2011 and ending at the Closing Date. "Business" shall not mean and shall not include (1) the direct sale and/or distribution of natural gas, if any, for residential, commercial and/or industrial users that the Seller, including its Affiliate Jefferson Gas, had in place prior to the Effective Date, (2) the wholesale distribution of natural gas to other utilities (including municipalities), provided these utilities do not solicit the business or customers of Company, (3) residential users not currently served by natural gas that may approach Seller and Seller is obligated to provide a natural gas tap pursuant to KRS §273.485, and (4) any contractual obligations to provide natural gas Seller has in place with unaffiliated third parties as of the Effective Date.

As used in this Section 18, "Territory" means the following Counties within the State of Kentucky: Breathitt, Jackson, Johnson, Lawrence, Lee, Magoffin, Morgan, and Wolf. Seller and its Affiliate entities agree that this covenant is reasonable with respect to its duration, geographical area and scope.

- (ii) Neither Seller nor its Affiliate entities will directly or indirectly, solicit the business of any third party known to Seller or its Affiliate entities to be a customer of the Company or Purchaser with respect to products or activities which compete in whole or in part with the Company; and
- (iii) Neither Seller nor its Affiliate entities will disparage Purchaser, the Company, the business formerly conducted the Company by Seller, the business conducted by the Company by Purchaser or any shareholder, director, officer, employee or agent of Purchaser.
- (iv) Notwithstanding the foregoing provisions of Section 18(c)(i)-(iii), Seller and/or its Affiliates, including, but not limited to, Jefferson Gas, may purchase or acquire a customer or customers from Company after the Closing Date if, and only if, required to do so under K.R.S. §278.485 (a "Farm Tap Customer"). To the extent permitted by applicable law, Seller shall reimburse Company One Thousand Twelve Dollars and NO/100 (\$1,012.00) for each Farm Tap Customer purchased or acquired by Seller from Company pursuant to this Section 18(c)(iv).

In the event of a breach by any Seller or its Affiliate entities of any covenant set forth in this Section 18, the term of such covenant will be executed by the period of the duration of such breach.

(d) Notice Remedies. If Seller or an Affiliate entities breaches the covenants set forth in this Section 18, Purchaser will be entitled to the following remedies: (i) damages against any Seller and/or the breaching Affiliate entity; and (ii) in addition to its right to damages, to obtain injunctive or other equitable relief to restrain any breach or threatened breach or otherwise to specifically enforce the provisions of this Section 18, it being agreed that money damages alone would be inadequate to compensate Purchaser and would be an inadequate remedy for such breach. The rights and remedies of Purchaser in this Section 18 are cumulative and not alternative, and are in addition to any other remedies Buyer has under this Agreement or by law.

(e) Severability. Whenever possible, each provision and term of this Section 18 will be interpreted in a manner to be effective and valid, but if any provision or term of this Section 18 is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder or such provision or term or remaining provisions or terms of this Section 18. If any of the covenants set forth in this Section 18 are held to be unreasonable, arbitrary or against public policy, such covenants will be considered divisible with respect to scope, time and geographic area, and in such lesser scope, time and geographic area, will be effective, binding and enforceable against Seller and/or the breaching Affiliate entity to the greatest extent permissible.

#### 19. GAS SUPPLY AGREEMENT

From the Closing Date and continuing for an initial term of ten (10) years thereafter (the "Supply Term") and any extensions pursuant to this Section 19 Seller and/or its Affiliates including, but not limited to, Jefferson Gas, LLC, shall provide a firm supply of natural gas delivered up to the metered valve where gas is sold to the Company as of the Effective Date. The quantity of gas to be supplied shall be sufficient to supply the Company's customers as of the Closing Date (the "Future Gas Supply"). Seller and/or its Affiliate shall sell the Future Gas Supply to the Company during the first five (5) years of the Supply Term (the "Initial Supply Term") at the price currently approved by the KPSC for pass through onto the Company's customers and fixed within the terms of a NAESB contract to be entered into for the entire Initial Supply Term in form and substance as Exhibit "C." During the second five (5) years of the Supply Term (the "Remaining Supply Term"), Seller and/or its Affiliate shall sell gas within the terms of the NAESB contract entered into for the Remaining Supply Term at the price then approved by the KPSC for pass through onto the Company's customers. Seller and/or its Affiliate's obligation to deliver gas at these prices assumes Company purchases all of its gas supply from Seller. Seller may renegotiate price during the Supply Term if Company does not purchase all of its gas from Seller. Following expiration of the Supply Term, if requested by Company, Seller and Company shall use their best efforts and negotiate in good faith a replacement agreement for the provision of natural gas. Additionally, Seller shall work diligently and to its best efforts to provide a gas supply for additional customers above the Future Gas Supply for any incremental additional gas demand created by any new customers of the Company after the Closing Date.



# Jefferson Gas – April 2021 Meter Run

Page 1

*Carpenter Branch*

1824

2040 D TAT

43 X 1.17 = 72 mcf

## Report Criteria

Sorted by Route (From: 01, To: 18)

All Balances selected. All Customer Types - NOT SHC=DI selected

Multi-Meter Report - Utility Type: All

EAST KENTUCKY MIDSTREAM

Meter Readings

4/20/2021

METER READINGS TAKEN ON April 2021 By \_\_\_\_\_

Service Address	Name	Type	Id	Meter #	Last Read
[REDACTED]	[REDACTED]	NAT	1	70sa145770	411
[REDACTED]	[REDACTED]	NAT	1	80s1958848	856
[REDACTED]	[REDACTED]	NAT	1	70sa302026	1,276
[REDACTED]	[REDACTED]	NAT	1	<del>86s33888</del>	372
[REDACTED]	[REDACTED]	NAT	1	66s7737664	883
[REDACTED]	[REDACTED]	NAT	1	97y318937	947
[REDACTED]	[REDACTED]	NAT	1	84L335365	108
[REDACTED]	[REDACTED]	NAT	1	84L335373	727
[REDACTED]	[REDACTED]	NAT	1	79s5551120	152,461
[REDACTED]	[REDACTED]	NAT	1	79s5551119	15,772
[REDACTED]	[REDACTED]	NAT	1	87mE56479	6,713
[REDACTED]	[REDACTED]	NAT	1	64s6025318	261
[REDACTED]	[REDACTED]	NAT	1	68s7694682	681
[REDACTED]	[REDACTED]	NAT	1	951003660	253
[REDACTED]	[REDACTED]	NAT	1	1602215	64
[REDACTED]	[REDACTED]	NAT	1	93V364226	949
[REDACTED]	[REDACTED]	NAT	1	81T298109	545
[REDACTED]	[REDACTED]	NAT	1	2020268	170
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[REDACTED]	[REDACTED]	NAT	1	0050483115	102
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(2)

(17)

8

*Walter Begley - 376*

*327.0*

*75 mcf*

# Jefferson Gas – April 2021 Meter Run

## Page 2



NAT 1 12312398	592	539	2
NAT 1 16m505730	162	162	0
NAT 1 74e8119106	790	853	63
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NAT 1 85L7389050	500	520	20
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NAT 1 91T252198	277	279	2
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NAT 1	132	133	1
NAT 1 92H724805	989	1000	11
NAT 1 93u701550	469	470	1
NAT 1 70SA255735	129	134	5
NAT 1 78se912793	262	266	4
NAT 1 95w801306	220	224	4
NAT 1 1602203	152	152	0
NAT 1 08K886543	227	230	3
NAT 1 83k177565	883	888	5
NAT 1 85w496248	976	988	12
NAT 1 85M184903	923	930	7
NAT 1 R4680371	52	50	2
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NAT 1 84v874622	775	785	10
NAT 1 87y218995	443	448	5
NAT 1 87y211573	629	774	145
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NAT 1 87y211559	966	978	12
NAT 1 87y218957	620	626	6
NAT 1 85L994016	950	960	10
NAT 1 88x8622228	387	387	0
NAT 1 380SF96536	921	921	0
NAT 1 73sb733311	170	178	8
NAT 1 85L994131	838	852	14

34

25

1602503 - 152

516 msc

# Jefferson Gas – April 2021 Meter Run

Page 3

*Carpenter Branch*

1824

20402745

43 X 1.27 = 72 MCF

## Report Criteria

Sorted by Route (From: 01, To: 18)

All Balances selected, All Customer Types - NOT SHC=DI selected

Multi-Meter Report - Utility Type: All

## EAST KENTUCKY MIDSTREAM

### Meter Readings

4/20/2021

METER READINGS TAKEN ON April 2021 By \_\_\_\_\_

A	Service Address	Name	Type	Id	Meter #	Last Read
			NAT	1	70sa145770	411
			NAT	1	80sa955848	856
			NAT	1	70sa502096	1,276
			NAT	1	<del>84s258888</del>	372
			NAT	1	66s7737664	883
			NAT	1	97y318937	947
			NAT	1	84L335365	108
			NAT	1	84L335373	727
			NAT	1	79s5551120	152,461
			NAT	1	79s5551119	15,772
			NAT	1	87m856479	6,713
			NAT	1	64s6025316	261
			NAT	1	66s7694682	681
			NAT	1	951003669	253
			NAT	1	1802215	64
			NAT	1	93V364226	949
			NAT	1	01T298109	545
			NAT	1	2020266	170
			NAT	1	93U835954	840
			NAT	1		730
			NAT	1	0055483115	102
			NAT	1	9655165420	126



Handwritten notes and corrections in the right margin of the table:

- 413
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- 856
- 10
- 1,276
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- 883
- 9
- 947
- 2
- 108
- 6
- 727
- 15
- 152,461
- 52,519
- 15,772
- 5,712
- 6,713
- 7,347
- 261
- 2,12
- 11
- 681
- 6,813
- 2
- 253
- 2,53
- 9
- 64
- 64
- 949
- 949
- 2
- 545
- 545
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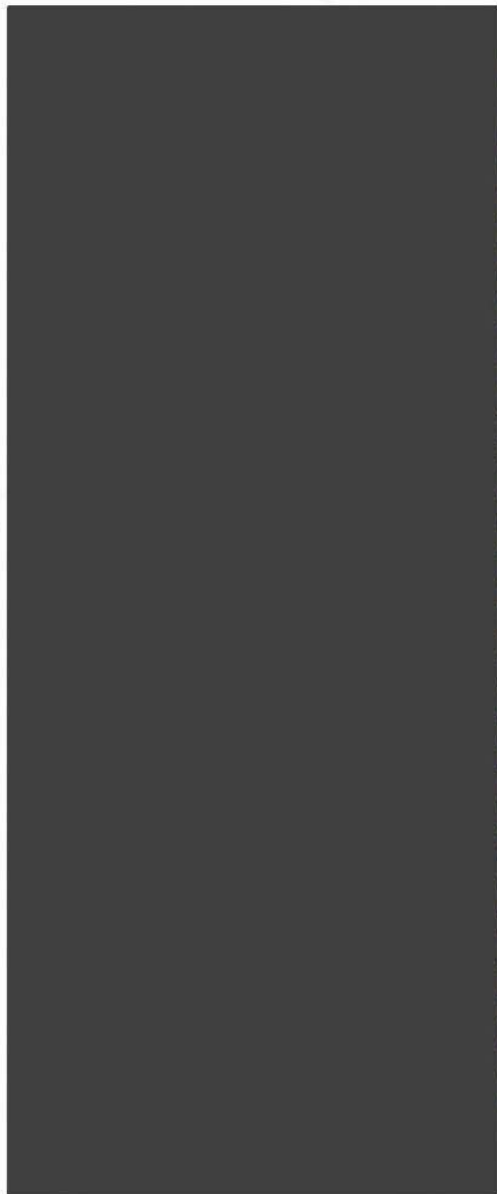
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32180

75 MCF

# Jefferson Gas – April 2021 Meter Run

## Page 4



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NAT 1 84k838430	253	262	9
NAT 1 95w801310	397	402	5
NAT 1 86m777543	445	462	17
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NAT 1 97y218952	970	980	10
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NAT 1 84k838390	760	782	22
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NAT 1 86m640429	41	47	6
NAT 1 97y211587	161	165	4
NAT 1 93u835970	242	248	6

37

226  
meters

# Jefferson Gas – April 2021 Meter Run

## Page 5

20

20

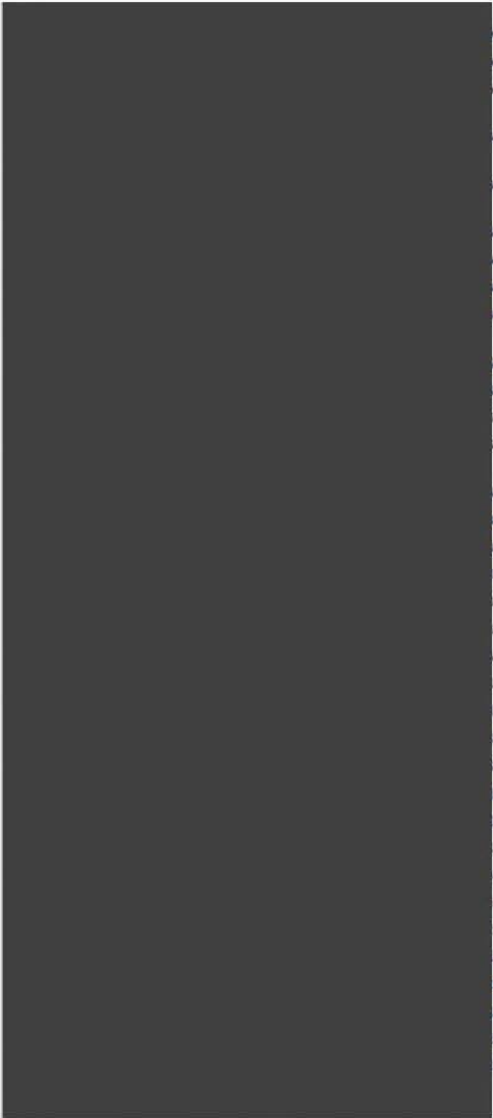


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163  
mcs

# Jefferson Gas – April 2021 Meter Run

## Page 6



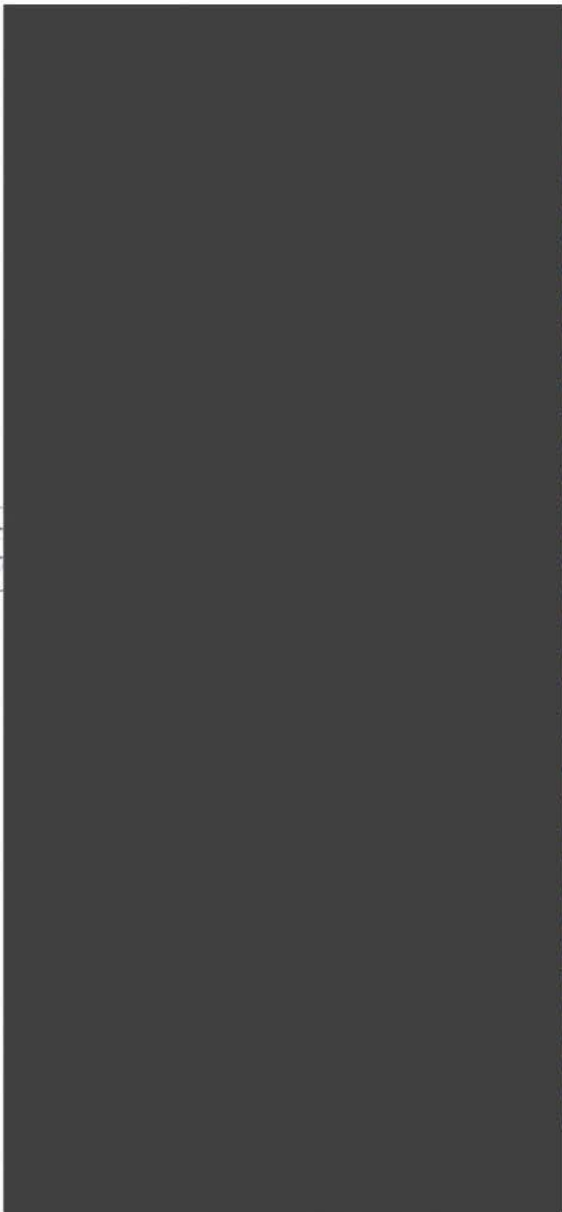
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AT 1 15398316	45	59	
AT 1 1544972	137	128	
AT 1 NEW METE	951	951	

37 meters

32

# Jefferson Gas – April 2021 Meter Run

Page 7



NAT 1 95w486238	438	430
NAT 1 805609966	351	350
NAT 1 610135	125	123
NAT 1 3222271	120	121
NAT 1 7181997	489	481
NAT 1 80sh869582	944	931
NAT 1 w102693	342	339
NAT 1 D3212748	451	444
NAT 1 85L845798	618	606
NAT 1 3814902	304	311
NAT 1 M5202135	44	39
NAT 1 M4203265	612	604
NAT 1 5003875	693	689
NAT 1 8353032930	392	384
NAT 1 8351440397	904	889
NAT 1 86m640651	410	393
NAT 1 98229057	20	999
NAT 1 A4003718	930	926
NAT 1 A848033	504	498
NAT 1 M4200670	202	201
NAT 1 99210132	754	745
NAT 1 AL800	532.7	5,323
NAT 1 927873078	593	584
NAT 1 2004	14	12
NAT 1 5089584	944	936
NAT 1 4035463	600	584
NAT 1 8622228	20	23
NAT 1 M3200595	463	442
NAT 1 6853110613	465	463
NAT 1 9859621929	121	113
NAT 1 96219264	658	655
NAT 1 92U228170	559	563
NAT 1 M2203023	83	78
NAT 1 8964855	914	907
NAT 1 85m183091	576	577
NAT 1 U362893	370	352
NAT 1 9333458	588	582
NAT 1 H753722	802	795

# Jefferson Gas – April 2021 Meter Run

## Page 8

2150  
21510



NAT	1 97222007	346	195	2
NAT	1 83L-992807	258	220	2
NAT	1	765	227	2
NAT	1 ka3663292	258	227	2
NAT	1 80SH869862	735	37	2
NAT	1 a3631360	77	22	2
NAT	1 m5207124	383	22	3
NAT	1 ka3663520	357	220	3
NAT	1 91s430951	908	220	5
NAT	1 97y300845	703	200	1
NAT	1 m0147336	0	2	0
NAT	1 4807416	585	220	2
NAT	1 m4209074	956	220	10
NAT	1 85L569556	565	220	2.5
NAT	1 1501120	108	220	4
NAT	1 80sh754076	277	220	5
NAT	1 1112037	817	220	2
NAT	1 2004	477	220	0
NAT	1 67s8391811	833	220	11
NAT	1 93U830963	173	180	10
NAT	1 72s8035188	495	220	10
NAT	1 85m184705	665	220	8
NAT	1 56826	123	220	3
NAT	1 70sa176854	566	220	6
NAT	1 85L993752	755	220	3
NAT	1 69sa558129	478	220	2
NAT	1 842631	91	220	9
NAT	1 99213889	506	220	6
NAT	1 m7200573	924	220	12
NAT	1 85L993254	551	220	6
NAT	1 85m080197	747	220	5
NAT	1 M2204944	961	220	10
NAT	1 59887	304	220	9
NAT	1 58s8970115	410	220	3
NAT	1 9059066	107	220	0.7
NAT	1 4039327	860	220	2
NAT	1 95W102767	893	220	1
NAT	1 3858990	742	220	1
NAT	1 a590492	991	220	3

210  
m/2021



# Jefferson Gas – April 2021 Meter Run

Page 9



NAT	1 m6202822	73	73	3
NAT	1 s1340235	150	150	3
NAT	1 7354808089	124	124	3
NAT	1 72sb036684	523	523	2
NAT	1 87M858053	241	241	3
NAT	1 m6280033	584	584	2
NAT	1 80sp141039	385	385	4
NAT	1 m4209099	337	337	3
NAT	1 95w102760	724	724	5
NAT	1 M7201698	851	851	2
NAT	1 3275619	149	149	1
NAT	1 4038713	808	808	3
NAT	1 s3658582	376	376	2
NAT	1 s3974034	173	173	2
NAT	1 m7200576	973	973	5
NAT	1 3658582	643	643	2
NAT	1 s4005618	575	575	1
NAT	1 90e6468934	5,775	5,775	5
NAT	1 m5207101	688	688	2
NAT	1 J30685	318	318	4
NAT	1 82s5601611	3,046	3,046	20
NAT	1 m4209081	588	588	4
NAT	1 85m239590	421	421	6
NAT	1 m1201368	558	558	4
NAT	1 82s589379	789	789	6
NAT	1 71sa838426	473	473	2
NAT	1 s3611242	451	451	6
NAT	1 71SA616245	887	887	3
NAT	1 08K414508	166	166	0
NAT	1 26S5152523	121	121	2
NAT	1 A316665	431	431	2
NAT	1 18313028	551	551	2
NAT	1 55110612	498	498	2
NAT	1 m8201615	117	117	6
NAT	1 00a810262	487	487	2
NAT	1 m0145870	577	577	4
NAT	1 84L338364	791	791	2
NAT	1 m059066	846	846	4
NAT	1 851845307	683	683	5

145 mcs

# Jefferson Gas – April 2021 Meter Run

Page 10



NAT	1 821108	80	35	6
NAT	1	482	39	2
NAT	1 85M843563	527	531	4
NAT	1 8345844	110	111	1
NAT	1 m7204807	536	538	2
NAT	1 992121238	927	933	6
NAT	1 88m599011	39	45	6
NAT	1 85L9922633	329	330	1
NAT	1 84k838351	2	6	4
NAT	1 85M027904	459	459	

32 meters

27